

If you plan to submit a bid directly to the Department of Transportation

PREQUALIFICATION

Any contractor who desires to become pre-qualified to bid on work advertised by IDOT must submit the properly completed pre-qualification forms to the Bureau of Construction no later than 4:30 p.m. prevailing time twenty-one days prior to the letting of interest. This pre-qualification requirement applies to first time contractors, contractors renewing expired ratings, contractors maintaining continuous pre-qualification or contractors requesting revised ratings. To be eligible to bid, existing pre-qualification ratings must be effective through the date of letting.

REQUESTS FOR AUTHORIZATION TO BID

Contractors wanting to bid on items included in a particular letting must submit the properly completed "Request for Proposal Forms and Plans & Request for Authorization to Bid" (BDE 124) and the ORIGINAL "Affidavit of Availability" (BC 57) to the proper office no later than 4:30 p.m. prevailing time, three (3) days prior to the letting date.

WHO CAN BID ?

Bids will be accepted from only those companies that request and receive written **Authorization to Bid** from IDOT's Central Bureau of Construction.

WHAT CONSTITUTES WRITTEN AUTHORIZATION TO BID?: When a prospective prime bidder submits a "Request for Proposal Forms and Plans" he/she must indicate at that time which items are being requested For Bidding purposes. Only those items requested For Bidding will be analyzed. After the request has been analyzed, the bidder will be issued a **Proposal Denial and/or Authorization Form**, approved by the Central Bureau of Construction, that indicates which items have been approved For Bidding. If **Authorization to Bid** cannot be approved, the **Proposal Denial and/or Authorization Form** will indicate the reason for denial.

ABOUT AUTHORIZATION TO BID: Firms that have not received an authorization form within a reasonable time of complete and correct original document submittal should contact the department as to status. This is critical in the week before the letting. These documents must be received three days before the letting date. Firms unsure as to authorization status should call the Prequalification Section of the Bureau of Construction at the number listed at the end of these instructions.

WHAT MUST BE INCLUDED WHEN BIDS ARE SUBMITTED?: Bidders need not return the entire proposal when bids are submitted. That portion of the proposal that must be returned includes the following:

1. All documents from the Proposal Cover Sheet through the Proposal Bid Bond
2. Other special documentation and/or information that may be required by the contract special provisions

All proposal documents, including Proposal Guaranty Checks or Proposal Bid Bonds, should be stapled together to prevent loss when bids are processed by IDOT personnel.

ABOUT SUBMITTING BIDS: It is recommended that bidders deliver bids in person to insure they arrive at the proper location prior to the time specified for the receipt of bids. Any bid received at the place of letting after the time specified will not be accepted.

WHO SHOULD BE CALLED IF ASSISTANCE IS NEEDED?

Questions Regarding	Call
Prequalification and/or Authorization to Bid	217/782-3413
Preparation and submittal of bids	217/782-7806
Mailing of plans and proposals	217/782-7806

ADDENDUMS TO THE PROPOSAL FORMS

Planholders should verify that they have received and incorporated the revisions prior to submitting their bid. If plans/proposals were requested prior to the date of the addendum, an addendum package should have been mailed to the planholder. If plans/proposals were ordered after the date of the addendum, the plans/proposal package should already include all revisions and an identifying addendum sheet immediately after the proposal cover sheet. Failure by the bidder to include an addendum could result in a bid being rejected as irregular. If a planholder has not received an addendum within 5 days after the addendum date noted, they should call 217-782-7806.

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RETURN WITH BID

Proposal Submitted By

Name

Address

City

Letting November 7, 2003

NOTICE TO PROSPECTIVE BIDDERS

This proposal can be used for bidding purposes by only those companies that request and receive written AUTHORIZATION TO BID from IDOT's Central Bureau of Construction.
(SEE INSTRUCTIONS ON THE INSIDE OF COVER)

Notice To Bidders, Specifications, Proposal, Contract and Contract Bond



Illinois Department
of Transportation

Springfield, Illinois 62764

Contract No. 72504
SANGAMON County
Section 27RS-4,BR,TS-1
Project ACNHF-666(18)
Route FAP 666
District 6 Construction Funds

PLEASE MARK THE APPROPRIATE BOX BELOW:

☐ A Bid Bond is included.

☐ A Cashier's Check or a Certified Check is included

Prepared by

F

Checked by

(Printed by authority of the State of Illinois)

BIDDERS NEED NOT RETURN THE ENTIRE PROPOSAL
(See instructions inside front cover)

INSTRUCTIONS

ABOUT IDOT PROPOSALS: All proposals issued by IDOT are potential bidding proposals. Each proposal contains all Certifications and Affidavits, a Proposal Signature Sheet and a Proposal Bid Bond required for Prime Contractors to submit a bid after written **Authorization to Bid** has been issued by IDOT's Central Bureau of Construction.

HOW MANY PROPOSALS SHOULD PROSPECTIVE BIDDERS REQUEST?: Prospective bidders should, prior to submitting their initial request for plans and proposals, determine their needs and request the total number of plans and proposals needed for each item requested. There will be a nonrefundable charge of \$15 for each set of plans and specifications issued.

WHO CAN BID?: Bids will be accepted from only those companies that request and receive written **Authorization to Bid** from IDOT's Central Bureau of Construction. To request authorization, a potential bidder must complete and submit Part B of the Request for Proposal Forms and Plans & Request for Authorization to Bid form (BDE 124) and submit an original Affidavit of Availability (BC 57).

WHAT CONSTITUTES WRITTEN AUTHORIZATION TO BID?: When a prospective prime bidder submits a "Request for Proposal Forms and Plans" he/she must indicate at that time which items are being requested For Bidding purposes. Only those items requested For Bidding will be analyzed. After the request has been analyzed, the bidder will be issued a **Proposal Denial and/or Authorization Form**, approved by the Central Bureau of Construction, that indicates which items have been approved For Bidding. If **Authorization to Bid** cannot be approved, the **Proposal Denial and/or Authorization Form** will indicate the reason for denial. If a contractor has requested to bid but has not received a **Proposal Denial and/or Authorization Form**, they should contact the Central Bureau of Construction in advance of the letting date.

WHAT MUST BE INCLUDED WHEN BIDS ARE SUBMITTED?: Bidders need not return the entire proposal when bids are submitted. That portion of the proposal that must be returned includes the following:

1. All documents from the Proposal Cover Sheet through the Proposal Bid Bond
2. Other special documentation and/or information that may be required by the contract special provisions

All proposal documents, including Proposal Guaranty Checks or Proposal Bid Bonds, should be stapled together to prevent loss when bids are processed by IDOT personnel.

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RETURN WITH BID



Illinois Department
of Transportation

PROPOSAL

TO THE DEPARTMENT OF TRANSPORTATION

1. Proposal of _____

for the improvement identified and advertised for bids in the Invitation for Bids as:

**Contract No. 72504
SANGAMON County
Section 27RS-4,BR,TS-1
Project ACNHF-666(18)
Route FAP 666
District 6 Construction Funds**

4.11 miles of pavement patching, bituminous surface removal, variable width bituminous concrete resurfacing, 8 ft width bituminous shoulders, variable width aggregate shoulders, structure repairs and traffic signal modernization on Business Loop I-55 from Dirksen Parkway in Springfield extending north to FAI Route 55 in Sherman.

2. The undersigned bidder will furnish all labor, material and equipment to complete the above described project in a good and workmanlike manner as provided in the contract documents provided by the Department of Transportation. This proposal will become part of the contract and the terms and conditions contained in the contract documents shall govern performance and payments.

RETURN WITH BID

3. **ASSURANCE OF EXAMINATION AND INSPECTION/WAIVER.** The undersigned further declares that he/she has carefully examined the proposal, plans, specifications, form of contract and contract bond, and special provisions, and that he/she has inspected in detail the site of the proposed work, and that he/she has familiarized themselves with all of the local conditions affecting the contract and the detailed requirements of construction, and understands that in making this proposal he/she waives all right to plead any misunderstanding regarding the same.
4. **EXECUTION OF CONTRACT AND CONTRACT BOND.** The undersigned further agrees to execute a contract for this work and present the same to the department within fifteen (15) days after the contract has been mailed to him/her. The undersigned further agrees that he/she and his/her surety will execute and present within fifteen (15) days after the contract has been mailed to him/her contract bond satisfactory to and in the form prescribed by the Department of Transportation, in the penal sum of the full amount of the contract, guaranteeing the faithful performance of the work in accordance with the terms of the contract.
5. **PROPOSAL GUARANTY.** Accompanying this proposal is either a bid bond on the department form, executed by a corporate surety company satisfactory to the department, or a proposal guaranty check consisting of a bank cashier's check or a properly certified check for not less than 5 per cent of the amount bid or for the amount specified in the following schedule:

<u>Amount of Bid</u>			<u>Proposal Guaranty</u>	<u>Amount of Bid</u>			<u>Proposal Guaranty</u>
Up to		\$5,000	\$150	\$2,000,000	to	\$3,000,000	\$100,000
\$5,000	to	\$10,000	\$300	\$3,000,000	to	\$5,000,000	\$150,000
\$10,000	to	\$50,000	\$1,000	\$5,000,000	to	\$7,500,000	\$250,000
\$50,000	to	\$100,000	\$3,000	\$7,500,000	to	\$10,000,000	\$400,000
\$100,000	to	\$150,000	\$5,000	\$10,000,000	to	\$15,000,000	\$500,000
\$150,000	to	\$250,000	\$7,500	\$15,000,000	to	\$20,000,000	\$600,000
\$250,000	to	\$500,000	\$12,500	\$20,000,000	to	\$25,000,000	\$700,000
\$500,000	to	\$1,000,000	\$25,000	\$25,000,000	to	\$30,000,000	\$800,000
\$1,000,000	to	\$1,500,000	\$50,000	\$30,000,000	to	\$35,000,000	\$900,000
\$1,500,000	to	\$2,000,000	\$75,000	over		\$35,000,000	\$1,000,000

Bank cashier's checks or properly certified checks accompanying proposals shall be made payable to the Treasurer, State of Illinois, when the state is awarding authority; the county treasurer, when a county is the awarding authority; or the city, village, or town treasurer, when a city, village, or town is the awarding authority.

If a combination bid is submitted, the proposal guaranties which accompany the individual proposals making up the combination will be considered as also covering the combination bid.

The amount of the proposal guaranty check is _____ \$(). If this proposal is accepted and the undersigned shall fail to execute a contract bond as required herein, it is hereby agreed that the amount of the proposal guaranty shall become the property of the State of Illinois, and shall be considered as payment of damages due to delay and other causes suffered by the State because of the failure to execute said contract and contract bond; otherwise, the bid bond shall become void or the proposal guaranty check shall be returned to the undersigned.

Attach Cashier's Check or Certified Check Here

In the event that one proposal guaranty check is intended to cover two or more proposals, the amount must be equal to the sum of the proposal guaranties which would be required for each individual proposal. If the guaranty check is placed in another proposal, state below where it may be found.

The proposal guaranty check will be found in the proposal for:

Item _____

Section No. _____

County _____

Mark the proposal cover sheet as to the type of proposal guaranty submitted.

BD 354 (Rev. 11/2001)

RETURN WITH BID

6. **COMBINATION BIDS.** The undersigned further agrees that if awarded the contract for the sections contained in the following combination, he/she will perform the work in accordance with the requirements of each individual proposal comprising the combination bid specified in the schedule below, and that the combination bid shall be prorated against each section in proportion to the bid submitted for the same. If an error is found to exist in the gross sum bid for one or more of the individual sections included in a combination, the combination bid shall be corrected as provided in the specifications.

When a combination bid is submitted, the schedule below must be completed in each proposal comprising the combination.

If alternate bids are submitted for one or more of the sections comprising the combination, a combination bid must be submitted for each alternate.

Schedule of Combination Bids

Combination No.	Sections Included in Combination	Combination Bid	
		Dollars	Cents

7. **SCHEDULE OF PRICES.** The undersigned bidder submits herewith, in accordance with the rules and instructions, a schedule of prices for the items of work for which bids are sought. The unit prices bid are in U.S. dollars and cents, and all extensions and summations have been made. The bidder understands that the quantities appearing in the bid schedule are approximate and are provided for the purpose of obtaining a gross sum for the comparison of bids. If there is an error in the extension of the unit prices, the unit prices shall govern. Payment to the contractor awarded the contract will be made only for actual quantities of work performed and accepted or materials furnished according to the contract. The scheduled quantities of work to be done and materials to be furnished may be increased, decreased or omitted as provided elsewhere in the contract.
8. **CERTIFICATE OF AUTHORITY.** The undersigned bidder, if a business organized under the laws of another State, assures the Department that it will furnish a copy of its certificate of authority to do business in the State of Illinois with the return of the executed contract and bond. Failure to furnish the certificate within the time provided for execution of an awarded contract may be cause for cancellation of the award and forfeiture of the proposal guaranty to the State.

ILLINOIS DEPARTMENT OF TRANSPORTATION
SCHEDULE OF PRICES
CONTRACT
NUMBER - 72504

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10/09/2003

State Job # - C-96-539-04
PPS NBR - 6-76140-0000
County Name - SANGAMON- -
Code - 167 - -
District - 6 - -
Section Number - 27RS-4,BR,TS-1

Project Number
ACNHF-0666/018/000

Route
FAP 666

Item Number	Pay Item Description	Unit of Measure	Quantity	x	Unit Price	=	Total Price
XZ191205	BR DK MIC C OVL 3	SQ YD	273.000				
X0301424	SILICONE JOINT SEALER	FOOT	56.000				
X0320872	VIDEO VEH DET SYS	EACH	2.000				
X0320887	POLYMER CONCRETE	CU FT	8.200				
X0322929	CAMERA MOUNT ASSEMBLY	EACH	4.000				
X4066526	P BCSC SUPER "D" N70	TON	9,767.000				
X4066770	LEV BIND MM SUPER N70	TON	4,763.000				
X7015000	CHANGEABLE MESSAGE SN	CAL MO	12.000				
X7200201	WIDTH RESTRICT SIGN	L SUM	1.000				
X7800620	URETH PAVT MK LINE 5	FOOT	89,658.000				
X7800630	URETH PAVT MK LINE 6	FOOT	2,104.000				
X8801310	SH P LED 1F 3S MAM	EACH	2.000				
X8801395	SH P LED 1F 5S BM	EACH	1.000				
X8801415	SH P LED 2F 3S BM	EACH	1.000				
X8801437	SH P LED 2F 1-3,1-5BM	EACH	1.000				

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Item Number	Pay Item Description	Unit of Measure	Quantity	x	Unit Price	=	Total Price
X8801447	SH P LED 2F 5S BM	EACH	2.000				
X8950105	REM EX TR CONT & CAB	EACH	1.000				
X8950305	REMOV EX SIG HEAD	EACH	11.000				
X8950910	REBLD EX SH F 3S LED	EACH	8.000				
X8950915	REBLD EX SH F 4S LED	EACH	4.000				
X8950920	REBLD EX SH F 5S LED	EACH	6.000				
Z0001800	APPROACH SL REP (PD)	SQ YD	2.000				
Z0006230	BR DECK HY-SCAR 3 1/4	SQ YD	273.000				
Z0013825	CONTR LOW-STRENG MATL	CU YD	20.000				
Z0016002	DECK SLAB REP (FD-T2)	SQ YD	18.900				
Z0016200	DECK SLAB REP (PART)	SQ YD	5.800				
Z0030250	IMP ATTN TEMP NRD TL3	EACH	1.000				
Z0030350	IMP ATTN REL NRD TL3	EACH	1.000				
20200500	EARTH EXC WID	CU YD	47.000				
40600200	BIT MATLS PR CT	TON	52.000				

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ACNHF-0666/018/000

Route
FAP 666

Item Number	Pay Item Description	Unit of Measure	Quantity	x	Unit Price	=	Total Price
40600300	AGG PR CT	TON	225.000				
40600895	CONSTRUC TEST STRIP	EACH	1.000				
40600990	TEMPORARY RAMP	SQ YD	202.000				
40800040	INCIDENTAL BIT SURF	TON	204.000				
44000030	BIT SURF REM VAR DP	SQ YD	139,041.000				
44004250	PAVED SHLD REMOVAL	SQ YD	113.000				
44200144	PAVT PATCH T2 12	SQ YD	1,281.000				
44200148	PAVT PATCH T3 12	SQ YD	300.000				
44200150	PAVT PATCH T4 12	SQ YD	219.000				
48101200	AGGREGATE SHLDS B	TON	717.000				
48202000	BIT SHOULDERS SUPER	TON	2,583.000				
48202600	BIT SHLD SUPER 8	SQ YD	324.000				
50300260	BR DECK GROOVING	SQ YD	273.000				
50301245	FORM CONC REP =< 5	SQ FT	140.000				
50901001	STEEL BRIDGE RAIL	FOOT	176.000				

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Project Number
ACNHF-0666/018/000

Route
FAP 666

Item Number	Pay Item Description	Unit of Measure	Quantity	x	Unit Price	=	Total Price
63000000	SPBGR TY A	FOOT	249.000				
63100075	TRAF BAR TERM T5A	EACH	4.000				
63100085	TRAF BAR TERM T6	EACH	8.000				
63100167	TR BAR TRM T1 SPL TAN	EACH	14.000				
63200310	GUARDRAIL REMOV	FOOT	978.000				
63301000	REM & RE-ERECT SPBGR	FOOT	966.000				
67000400	ENGR FIELD OFFICE A	CAL MO	6.000				
67100100	MOBILIZATION	L SUM	1.000				
70100500	TRAF CONT-PROT 701326	L SUM	1.000				
70100700	TRAF CONT-PROT 701406	L SUM	1.000				
70100805	TRAF CONT-PROT 701402	L SUM	1.000				
70102635	TR CONT & PROT 701701	L SUM	1.000				
70103815	TR CONT SURVEILLANCE	CAL DA	5.000				
70300100	SHORT-TERM PAVT MKING	FOOT	22,322.000				
70301000	WORK ZONE PAVT MK REM	SQ FT	2,480.000				

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District - 6 - -
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Project Number
ACNHF-0666/018/000

Route
FAP 666

Item Number	Pay Item Description	Unit of Measure	Quantity	x	Unit Price	=	Total Price
70400100	TEMP CONC BARRIER	FOOT	263.000				
70400200	REL TEMP CONC BARRIER	FOOT	263.000				
78003100	PREF PL PM TB LTR-SYM	SQ FT	593.000				
78003120	PREF PL PM TB LINE 5	FOOT	10,054.000				
78003150	PREF PL PM TB LINE 12	FOOT	2,294.000				
78003180	PREF PL PM TB LINE 24	FOOT	84.000				
78100100	RAISED REFL PAVT MKR	EACH	847.000				
78200410	GUARDRAIL MKR TYPE A	EACH	48.000				
78201000	TERMINAL MARKER - DA	EACH	14.000				
78300200	RAISED REF PVT MK REM	EACH	847.000				
85700200	FAC T4 CAB	EACH	1.000				
85706000	INTERSEC MONITOR UNIT	EACH	1.000				
87301525	ELCBL C LEAD 18 6PR	FOOT	2,446.500				
88200100	TS BACKPLATE	EACH	7.000				
88300100	DIRECT LOUV A	EACH	8.000				

ILLINOIS DEPARTMENT OF TRANSPORTATION

SCHEDULE OF PRICES

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District - 6 - -
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Project Number
ACNHF-0666/018/000

Route
FAP 666

Item Number	Pay Item Description	Unit of Measure	Quantity	x	Unit Price	=	Total Price
89502375	REMOV EX TS EQUIP	EACH	1.000				

CONTRACT NUMBER 72504

THIS IS THE TOTAL BID \$ _____

NOTES:

- 1. Each PAY ITEM should have a UNIT PRICE and a TOTAL PRICE.**
- 2. The UNIT PRICE shall govern if no TOTAL PRICE is shown or if there is a discrepancy between the product of the UNIT PRICE multiplied by the QUANTITY.**
- 3. If a UNIT PRICE is omitted, the TOTAL PRICE will be divided by the QUANTITY in order to establish a UNIT PRICE.**
- 4. A bid may be declared UNACCEPTABLE if neither a unit price nor a total price is shown.**

RETURN WITH BID

STATE REQUIRED ETHICAL STANDARDS GOVERNING CONTRACT PROCUREMENT: ASSURANCES, CERTIFICATIONS AND DISCLOSURES

I. GENERAL

A. Article 50 of the Illinois Procurement Code establishes the duty of all State chief procurement officers, State purchasing officers, and their designees to maximize the value of the expenditure of public moneys in procuring goods, services, and contracts for the State of Illinois and to act in a manner that maintains the integrity and public trust of State government. In discharging this duty, they are charged by law to use all available information, reasonable efforts, and reasonable actions to protect, safeguard, and maintain the procurement process of the State of Illinois.

B. In order to comply with the provisions of Article 50 and to carry out the duty established therein, all bidders are to adhere to ethical standards established for the procurement process, and to make such assurances, disclosures and certifications required by law. By execution of the Proposal Signature Sheet, the bidder indicates that each of the mandated assurances has been read and understood, that each certification is made and understood, and that each disclosure requirement has been understood and completed.

C. In addition to all other remedies provided by law, failure to comply with any assurance, failure to make any disclosure or the making of a false certification shall be grounds for termination of the contract and the suspension or debarment of the bidder.

II. ASSURANCES

A. The assurances hereinafter made by the bidder are each a material representation of fact upon which reliance is placed should the Department enter into the contract with the bidder. The Department may terminate the contract if it is later determined that the bidder rendered a false or erroneous assurance, and the surety providing the performance bond shall be responsible for the completion of the contract.

B. Felons

1. The Illinois Procurement Code provides:

Section 50-10. Felons. Unless otherwise provided, no person or business convicted of a felony shall do business with the State of Illinois or any state agency from the date of conviction until 5 years after the date of completion of the sentence for that felony, unless no person held responsible by a prosecutorial office for the facts upon which the conviction was based continues to have any involvement with the business.

2. The bidder assures the Department that the award and execution of the contract would not cause a violation of Section 50-10.

C. Conflicts of Interest

1. The Illinois Procurement Code provides in pertinent part:

Section 50-13. Conflicts of Interest.

(a) Prohibition. It is unlawful for any person holding an elective office in this State, holding a seat in the General Assembly, or appointed to or employed in any of the offices or agencies of state government and who receives compensation for such employment in excess of 60% of the salary of the Governor of the State of Illinois, or who is an officer or employee of the Capital Development Board or the Illinois Toll Highway Authority, or who is the spouse or minor child of any such person to have or acquire any contract, or any direct pecuniary interest in any contract therein, whether for stationery, printing, paper, or any services, materials, or supplies, that will be wholly or partially satisfied by the payment of funds appropriated by the General Assembly of the State of Illinois or in any contract of the Capital Development Board or the Illinois Toll Highway authority.

(b) Interests. It is unlawful for any firm, partnership, association or corporation, in which any person listed in subsection (a) is entitled to receive (i) more than 7 1/2% of the total distributable income or (ii) an amount in excess of the salary of the Governor, to have or acquire any such contract or direct pecuniary interest therein.

(c) Combined interests. It is unlawful for any firm, partnership, association, or corporation, in which any person listed in subsection (a) together with his or her spouse or minor children is entitled to receive (i) more than 15%, in the aggregate, of the total distributable income or (ii) an amount in excess of 2 times the salary of the Governor, to have or acquire any such contract or direct pecuniary interest therein.

(d) Securities. Nothing in this Section invalidates the provisions of any bond or other security previously offered or to be offered for sale or sold by or for the State of Illinois.

(e) Prior interests. This Section does not affect the validity of any contract made between the State and an officer or employee of the State or member of the General Assembly, his or her spouse, minor child or any combination of those persons if that contract was in existence before his or her election or employment as an officer, member, or employee. The contract is voidable, however, if it cannot be completed within 365 days after the officer, member, or employee takes office or is employed.

The current salary of the Governor is \$150,700.00. Sixty percent of the salary is \$90,420.00.

RETURN WITH BID

2. The bidder assures the Department that the award and execution of the contract would not cause a violation of Section 50-13, or that an effective exemption has been issued by the Board of Ethics to any individual subject to the Section 50-13 prohibitions pursuant to the provisions of Section 50-20 of the Code and Executive Order Number 3 (1998). Information concerning the exemption process is available from the Department upon request.

D. Negotiations

1. The Illinois Procurement Code provides in pertinent part:

Section 50-15. Negotiations.

(a) It is unlawful for any person employed in or on a continual contractual relationship with any of the offices or agencies of State government to participate in contract negotiations on behalf of that office or agency with any firm, partnership, association, or corporation with whom that person has a contract for future employment or is negotiating concerning possible future employment.

2. The bidder assures the Department that the award and execution of the contract would not cause a violation of Section 50-15, and that the bidder has no knowledge of any facts relevant to the kinds of acts prohibited therein.

E. Inducements

1. The Illinois Procurement Code provides:

Section 50-25. Inducement. Any person who offers or pays any money or other valuable thing to any person to induce him or her not to bid for a State contract or as recompense for not having bid on a State contract is guilty of a Class 4 felony. Any person who accepts any money or other valuable thing for not bidding for a State contract or who withholds a bid in consideration of the promise for the payment of money or other valuable thing is guilty of a Class 4 felony.

2. The bidder assures the Department that the award and execution of the contract would not cause a violation of Section 50-25, and that the bidder has no knowledge of any facts relevant to the kinds of acts prohibited therein.

F. Revolving Door Prohibition

1. The Illinois Procurement Code provides:

Section 50-30. Revolving door prohibition. Chief procurement officers, associate procurement officers, State purchasing officers, their designees whose principal duties are directly related to State procurement, and executive officers confirmed by the Senate are expressly prohibited for a period of 2 years after terminating an affected position from engaging in any procurement activity relating to the State agency most recently employing them in an affected position for a period of at least 6 months. The prohibition includes, but is not limited to: lobbying the procurement process; specifying; bidding; proposing bid, proposal, or contract documents; on their own behalf or on behalf of any firm, partnership, association, or corporation. This Section applies only to persons who terminate an affected position on or after January 15, 1999.

2. The bidder assures the Department that the award and execution of the contract would not cause a violation of Section 50-30, and that the bidder has no knowledge of any facts relevant to the kinds of acts prohibited therein.

G. Reporting Anticompetitive Practices

1. The Illinois Procurement Code provides:

Section 50-40. Reporting anticompetitive practices. When, for any reason, any vendor, bidder, contractor, chief procurement officer, State purchasing officer, designee, elected official, or State employee suspects collusion or other anticompetitive practice among any bidders, offerors, contractors, proposers, or employees of the State, a notice of the relevant facts shall be transmitted to the Attorney General and the chief procurement officer.

2. The bidder assures the Department that it has not failed to report any relevant facts concerning the practices addressed in Section 50-40 which may involve the contract for which the bid is submitted.

H. Confidentiality

1. The Illinois Procurement Code provides:

Section 50-45. Confidentiality. Any chief procurement officer, State purchasing officer, designee, or executive officer who willfully uses or allows the use of specifications, competitive bid documents, proprietary competitive information, proposals, contracts, or selection information to compromise the fairness or integrity of the procurement, bidding, or contract process shall be subject to immediate dismissal, regardless of the Personnel code, any contract, or any collective bargaining agreement, and may in addition be subject to criminal prosecution.

2. The bidder assures the Department that it has no knowledge of any fact relevant to the practices addressed in Section 50-45 which may involve the contract for which the bid is submitted.

RETURN WITH BID

I. Insider Information

1. The Illinois Procurement Act provides:

Section 50-50. Insider information. It is unlawful for any current or former elected or appointed State official or State employee to knowingly use confidential information available only by virtue of that office or employment for actual or anticipated gain for themselves or another person.

2. The bidder assures the Department that it has no knowledge of any facts relevant to the practices addressed in Section 50-50 which may involve the contract for which the bid is submitted.

III. CERTIFICATIONS

A. The certifications hereinafter made by the bidder are each a material representation of fact upon which reliance is placed should the Department enter into the contract with the bidder. The Department may terminate the contract if it is later determined that the bidder rendered a false or erroneous certification, and the surety providing the performance bond shall be responsible for completion of the contract.

B. Bribery

1. The Illinois Procurement Code provides:

Section 50-5. Bribery.

- (a) Prohibition. No person or business shall be awarded a contract or subcontract under this Code who:

(1) has been convicted under the laws of Illinois or any other state of bribery or attempting to bribe an officer or employee of the State of Illinois or any other state in that officer's or employee's official capacity; or

(2) has made an admission of guilt of that conduct that is a matter of record but has not been prosecuted for that conduct.

- (b) Businesses. No business shall be barred from contracting with any unit of State or local government as a result of a conviction under this Section of any employee or agent of the business if the employee or agent is no longer employed by the business and:

(1) the business has been finally adjudicated not guilty; or

(2) the business demonstrates to the governmental entity with which it seeks to contract, and that entity finds that the commission of the offense was not authorized, requested, commanded, or performed by a director, officer, or high managerial agent on behalf of the business as provided in paragraph (2) of subsection (a) of Section 5-4 of the Criminal Code of 1961.

- (c) Conduct on behalf of business. For purposes of this Section, when an official, agent, or employee of a business committed the bribery or attempted bribery on behalf of the business and in accordance with the direction or authorization of a responsible official of the business, the business shall be chargeable with the conduct.

- (d) Certification. Every bid submitted to and contract executed by the State shall contain a certification by the contractor that the contractor is not barred from being awarded a contract or subcontract under this Section. A contractor who makes a false statement, material to the certification, commits a Class 3 felony.

2. The bidder certifies that it is not barred from being awarded a contract under Section 50.5.

C. Educational Loan

1. Section 3 of the Educational Loan Default Act provides:

§ 3. No State agency shall contract with an individual for goods or services if that individual is in default, as defined in Section 2 of this Act, on an educational loan. Any contract used by any State agency shall include a statement certifying that the individual is not in default on an educational loan as provided in this Section.

2. The bidder, if an individual as opposed to a corporation, partnership or other form of business organization, certifies that the bidder is not in default on an educational loan as provided in Section 3 of the Act.

D. Bid-Rigging/Bid Rotating

1. Section 33E-11 of the Criminal Code of 1961 provides:

§ 33E-11. (a) Every bid submitted to and public contract executed pursuant to such bid by the State or a unit of local government shall contain a certification by the prime contractor that the prime contractor is not barred from contracting with any unit of State or local government as a result of a violation of either Section 33E-3 or 33E-4 of this Article. The State and units of local government shall provide the appropriate forms for such certification.

RETURN WITH BID

(b) A contractor who makes a false statement, material to the certification, commits a Class 3 felony.

A violation of Section 33E-3 would be represented by a conviction of the crime of bid-rigging which, in addition to Class 3 felony sentencing, provides that any person convicted of this offense or any similar offense of any state or the United States which contains the same elements as this offense shall be barred for 5 years from the date of conviction from contracting with any unit of State or local government. No corporation shall be barred from contracting with any unit of State or local government as a result of a conviction under this Section of any employee or agent of such corporation if the employee so convicted is no longer employed by the corporation and: (1) it has been finally adjudicated not guilty or (2) if it demonstrates to the governmental entity with which it seeks to contract and that entity finds that the commission of the offense was neither authorized, requested, commanded, nor performed by a director, officer or a high managerial agent in behalf of the corporation.

A violation of Section 33E-4 would be represented by a conviction of the crime of bid-rotating which, in addition to Class 2 felony sentencing, provides that any person convicted of this offense or any similar offense of any state or the United States which contains the same elements as this offense shall be permanently barred from contracting with any unit of State or local government. No corporation shall be barred from contracting with any unit of State or local government as a result of a conviction under this Section of any employee or agent of such corporation if the employee so convicted is no longer employed by the corporation and: (1) it has been finally adjudicated not guilty or (2) if it demonstrates to the governmental entity with which it seeks to contract and that entity finds that the commission of the offense was neither authorized, requested, commanded, nor performed by a director, officer or a high managerial agent in behalf of the corporation.

2. The bidder certifies that it is not barred from contracting with the Department by reason of a violation of either Section 33E-3 or Section 33E-4.

E. International Anti-Boycott

1. Section 5 of the International Anti-Boycott Certification Act provides:

§ 5. State contracts. Every contract entered into by the State of Illinois for the manufacture, furnishing, or purchasing of supplies, material, or equipment or for the furnishing of work, labor, or services, in an amount exceeding the threshold for small purchases according to the purchasing laws of this State or \$10,000.00, whichever is less, shall contain certification, as a material condition of the contract, by which the contractor agrees that neither the contractor nor any substantially-owned affiliated company is participating or shall participate in an international boycott in violation of the provisions of the U.S. Export Administration Act of 1979 or the regulations of the U.S. Department of Commerce promulgated under that Act.

2. The bidder makes the certification set forth in Section 5 of the Act.

F. Drug Free Workplace

1. The Illinois "Drug Free Workplace Act" applies to this contract and it is necessary to comply with the provisions of the "Act" if the contractor is a corporation, partnership, or other entity (including a sole proprietorship) which has 25 or more employees.

2. The bidder certifies that if awarded a contract in excess of \$5,000 it will provide a drug free workplace by:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance, including cannabis, is prohibited in the contractor's workplace; specifying the actions that will be taken against employees for violations of such prohibition; and notifying the employee that, as a condition of employment on such contract, the employee shall abide by the terms of the statement, and notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.

(b) Establishing a drug free awareness program to inform employees about the dangers of drug abuse in the workplace; the contractor's policy of maintaining a drug free workplace; any available drug counseling, rehabilitation, and employee assistance programs; and the penalties that may be imposed upon employees for drug violations.

(c) Providing a copy of the statement required by subparagraph (1) to each employee engaged in the performance of the contract and to post the statement in a prominent place in the workplace.

(d) Notifying the Department within ten (10) days after receiving notice from an employee or otherwise receiving actual notice of the conviction of an employee for a violation of any criminal drug statute occurring in the workplace.

(e) Imposing or requiring, within 30 days after receiving notice from an employee of a conviction or actual notice of such a conviction, an appropriate personnel action, up to and including termination, or the satisfactory participation in a drug abuse assistance or rehabilitation program approved by a federal, state or local health, law enforcement or other appropriate agency.

(f) Assisting employees in selecting a course of action in the event drug counseling, treatment, and rehabilitation is required and indicating that a trained referral team is in place.

(g) Making a good faith effort to continue to maintain a drug free workplace through implementation of the actions and efforts stated in this certification.

G. Debt Delinquency

1. The Illinois Procurement Code provides:

Section 50-11. Debt Delinquency.

- (a) No person shall submit a bid or enter into a contract with a State agency under this Code if that person knows or should know that he or she is delinquent in the payment of any debt to the State, unless the person has entered into a deferred payment plan to pay off the debt. For purposes of this Section, the phrase "delinquent in the payment of any debt" shall be determined by the Debt Collection Board.
 - (b) Every bid submitted to and contract executed by the State shall contain a certification by the bidder or contractor that the contractor is not barred from being awarded a contract under this Section and that the contractor acknowledges that the contracting State agency may declare the contract void if the certification completed pursuant to this subsection (b) is false.
2. The bidder certifies that it is not barred from being awarded a contract by this section. The bidder acknowledges that the Department may declare the contract void if this certification is false.

TO BE RETURNED WITH BID

IV. DISCLOSURES

A. The disclosures hereinafter made by the bidder are each a material representation of fact upon which reliance is placed should the Department enter into the contract with the bidder. The Department may terminate the contract if it is later determined that the bidder rendered a false or erroneous disclosure, and the surety providing the performance bond shall be responsible for completion of the contract.

B. Financial Interests and Conflicts of Interest

1. Section 50-35 of the Illinois Procurement Code provides that all bids of more than \$10,000 shall be accompanied by disclosure of the financial interests of the bidder. This disclosed information for the successful bidder, will be maintained as public information subject to release by request pursuant to the Freedom of Information Act.

The financial interests to be disclosed shall include ownership or distributive income share that is in excess of 5%, or an amount greater than 60% of the annual salary of the Governor, of the bidding entity or its parent entity, whichever is less, unless the contractor or bidder is a publicly traded entity subject to Federal 10K reporting, in which case it may submit its 10K disclosure in place of the prescribed disclosure. If a bidder is a privately held entity that is exempt from Federal 10K reporting, but has more than 400 shareholders, it may submit the information that Federal 10K companies are required to report, and list the names of any person or entity holding any ownership share that is in excess of 5%. The disclosure shall include the names, addresses, and dollar or proportionate share of ownership of each person making the disclosure, their instrument of ownership or beneficial relationship, and notice of any potential conflict of interest resulting from the current ownership or beneficial interest of each person making the disclosure having any of the relationships identified in Section 50-35 and on the disclosure form.

In addition, all disclosures shall indicate any other current or pending contracts, proposals, leases, or other ongoing procurement relationships the bidding entity has with any other unit of state government and shall clearly identify the unit and the contract, proposal, lease, or other relationship.

2. **Disclosure Forms.** Disclosure Form A is attached for use concerning the individuals meeting the above ownership or distributive share requirements. Subject individuals should be covered each by one form. In addition, a second form (Disclosure Form B) provides for the disclosure of current or pending procurement relationships with other (non-IDOT) state agencies. **The forms must be included with each bid or incorporated by reference.**

C. Disclosure Form Instructions

Form A: For bidders that have previously submitted the information requested in Form A

The Department has retained the Form A disclosures submitted by all bidders responding to these requirements for the April 24, 1998 or any subsequent letting conducted by the Department. The bidder has the option of submitting the information again or the bidder may sign the following certification statement indicating that the information previously submitted by the bidder is, as of the date of signature, current and accurate. The Certification must be signed and dated by a person who is authorized to execute contracts for the bidding company. Before signing this certification, the bidder should carefully review its prior submissions to ensure the Certification is correct. If the Bidder signs the Certification, the Bidder should proceed to Form B instructions.

CERTIFICATION STATEMENT

I have determined that the Form A disclosure information previously submitted is current and accurate, and all forms are hereby incorporated by reference in this bid. Any necessary additional forms or amendments to previously submitted forms are attached to this bid.

(Bidding Company)

Name of Authorized Representative (type or print)

Title of Authorized Representative (type or print)

Signature of Authorized Representative

Date

Form A: For bidders who have NOT previously submitted the information requested in Form A

If the bidder is a publicly traded entity subject to Federal 10K reporting, the 10K Report may be submitted to meet the requirements of Form A. If a bidder is a privately held entity that is exempt from Federal 10K reporting, but has more than 400 shareholders, it may submit the information that Federal 10K companies are required to report, and list the names of any person or entity holding any ownership share that is in excess of 5%. If a bidder is not subject to Federal 10K reporting, the bidder must determine if any individuals are required by law to complete a financial disclosure form. To do this, the bidder should answer each of the following questions. A "YES" answer indicates Form A must be completed. If the answer to each of the following questions is "NO", then the NOT APPLICABLE STATEMENT on the second page of Form A must be signed and dated by a person that is authorized to execute contracts for the bidding company. Note: These questions are for assistance only and are not required to be completed.

1. Does anyone in your organization have a direct or beneficial ownership share of greater than 5% of the bidding entity or parent entity? YES ___ NO ___
2. Does anyone in your organization have a direct or beneficial ownership share of less than 5%, but which has a value greater than \$90,420.00? YES ___ NO ___
3. Does anyone in your organization receive more than \$90,420.00 of the bidding entity's or parent entity's distributive income? (Note: Distributive income is, for these purposes, any type of distribution of profits. An annual salary is not distributive income.) YES ___ NO ___
4. Does anyone in your organization receive greater than 5% of the bidding entity's or parent entity's total distributive income, but which is less than \$90,420.00? YES ___ NO ___
(Note: Only one set of forms needs to be completed per person per bid even if a specific individual would require a yes answer to more than one question.)

A "YES" answer to any of these questions requires the completion of Form A. The bidder must determine each individual in the bidding entity or the bidding entity's parent company that would cause the questions to be answered "Yes". Each form must be signed and dated by a person that is authorized to execute contracts for your organization. **Photocopied or stamped signatures are not acceptable.** The person signing can be, but does not have to be, the person for which the form is being completed. The bidder is responsible for the accuracy of any information provided.

If the answer to each of the above questions is "NO", then the NOT APPLICABLE STATEMENT on page 2 of Form A must be signed and dated by a person that is authorized to execute contracts for your company.

Form B: Identifying Other Contracts & Procurement Related Information Disclosure Form B must be completed for each bid submitted by the bidding entity. It must be signed by an individual who is authorized to execute contracts for the bidding entity. *Note: Signing the NOT APPLICABLE STATEMENT on Form A does not allow the bidder to ignore Form B. Form B must be completed, signed and dated or the bidder may be considered nonresponsive and the bid will not be accepted.*

The Bidder shall identify, by checking Yes or No on Form B, whether it has any pending contracts (including leases), bids, proposals, or other ongoing procurement relationship with any other (non-IDOT) State of Illinois agency. If "No" is checked, the bidder only needs to complete the signature box on the bottom of Form B. If "Yes" is checked, the bidder must do one of the following:

Option I: If the bidder did not submit an Affidavit of Availability to obtain authorization to bid, the bidder must list all non-IDOT State of Illinois agency pending contracts, leases, bids, proposals, and other ongoing procurement relationships. These items may be listed on Form B or on an attached sheet(s). Do not include IDOT contracts. Contracts with cities, counties, villages, etc. are not considered State of Illinois agency contracts and are not to be included. Contracts with other State of Illinois agencies such as the Department of Natural Resources or the Capital Development Board must be included. Bidders who submit Affidavits of Availability are suggested to use Option II.

Option II: If the bidder is required and has submitted an Affidavit of Availability in order to obtain authorization to bid, the bidder may write or type "See Affidavit of Availability" which indicates that the Affidavit of Availability is incorporated by reference and includes all non-IDOT State of Illinois agency pending contracts, leases, bids, proposals, and other ongoing procurement relationships. For any contracts that are not covered by the Affidavit of Availability, the bidder must identify them on Form B or on an attached sheet(s). These might be such things as leases.

D. Bidders Submitting More Than One Bid

Bidders submitting multiple bids may submit one set of forms consisting of all required Form A disclosures and one Form B for use with all bids. Please indicate in the space provided below the bid item that contains the original disclosure forms and the bid items which incorporate the forms by reference.

- The bid submitted for letting item _____ contains the Form A disclosures or Certification Statement and the Form B disclosures. The following letting items incorporate the said forms by reference:

ILLINOIS DEPARTMENT
OF TRANSPORTATIONForm A
Financial Information &
Potential Conflicts of Interest
Disclosure

Contractor Name		
Legal Address		
City, State, Zip		
Telephone Number	Email Address	Fax Number (if available)

Disclosure of the information contained in this Form is required by the Section 50-35 of the Illinois Procurement Code (30 ILCS 500). Vendors desiring to enter into a contract with the State of Illinois must disclose the financial information and potential conflict of interest information as specified in this Disclosure Form. This information shall become part of the publicly available contract file. This Form A must be completed for bids in excess of \$10,000, and for all open-ended contracts. **A publicly traded company may submit a 10K disclosure (or equivalent if applicable) in satisfaction of the requirements set forth in Form A. See Disclosure Form Instructions.**

DISCLOSURE OF FINANCIAL INFORMATION

1. Disclosure of Financial Information. The individual named below has an interest in the BIDDER (or its parent) in terms of ownership or distributive income share in excess of 5%, or an interest which has a value of more than \$90,420.00 (60% of the Governor's salary as of 7/1/01). **(Make copies of this form as necessary and attach a separate Disclosure Form A for each individual meeting these requirements)**

FOR INDIVIDUAL (type or print information)

NAME: _____

ADDRESS _____

Type of ownership/distributable income share:

stock _____ sole proprietorship _____ Partnership _____ other: (explain on separate sheet):
 % or \$ value of ownership/distributable income share: _____

2. Disclosure of Potential Conflicts of Interest. Check "Yes" or "No" to indicate which, if any, of the following potential conflict of interest relationships apply. If the answer to any question is "Yes", please attach additional pages and describe.

(a) State employment, currently or in the previous 3 years, including contractual employment of services.

Yes ___ No ___

If your answer is yes, please answer each of the following questions.

- Are you currently an officer or employee of either the Capitol Development Board or the Illinois Toll Highway Authority? Yes ___ No ___
- Are you currently appointed to or employed by any agency of the State of Illinois? If you are currently appointed to or employed by any agency of the State of Illinois, and your annual salary exceeds \$90,420.00, (60% of the Governor's salary as of 7/1/01) provide the name the State agency for which you are employed and your annual salary. _____

RETURN WITH BID/OFFER

3. If you are currently appointed to or employed by any agency of the State of Illinois, and your annual salary exceeds \$90,420.00, (60% of the Governor's salary as of 7/1/01) are you entitled to receive (i) more than 7 1/2% of the total distributable income of your firm, partnership, association or corporation, or (ii) an amount in excess of the salary of the Governor? Yes ___ No ___
4. If you are currently appointed to or employed by any agency of the State of Illinois, and your annual salary exceeds \$90,420.00, (60% of the Governor's salary as of 7/1/01) are you and your spouse or minor children entitled to receive (i) more than 15% in aggregate of the total distributable income of your firm, partnership, association or corporation, or (ii) an amount in excess of 2 times the salary of the Governor? Yes ___ No ___

(b) State employment of spouse, father, mother, son, or daughter, including contractual employment for services in the previous 2 years.

Yes ___ No ___

If your answer is yes, please answer each of the following questions.

1. Is your spouse or any minor children currently an officer or employee of the Capitol Development Board or the Illinois Toll Highway Authority? Yes ___ No ___
2. Is your spouse or any minor children currently appointed to or employed by any agency of the State of Illinois? If your spouse or minor children is/are currently appointed to or employed by any agency of the State of Illinois, and his/her annual salary exceeds \$90,420.00, (60% of the Governor's salary as of 7/1/01) provide the name of the spouse and/or minor children, the name of the State agency for which he/she is employed and his/her annual salary. _____
3. If your spouse or any minor children is/are currently appointed to or employed by any agency of the State of Illinois, and his/her annual salary exceeds \$90,420.00, (60% of the salary of the Governor as of 7/1/01) are you entitled to receive (i) more than 7 1/2% of the total distributable income of your firm, partnership, association or corporation, or (ii) an amount in excess of the salary of the Governor? Yes ___ No ___
4. If your spouse or any minor children are currently appointed to or employed by any agency of the State of Illinois, and his/her annual salary exceeds \$90,420.00, (60% of the Governor's salary as of 7/1/01) are you and your spouse or any minor children entitled to receive (i) more than 15% in the aggregate of the total distributable income from your firm, partnership, association or corporation, or (ii) an amount in excess of 2 times the salary of the Governor? Yes ___ No ___

(c) Elective status; the holding of elective office of the State of Illinois, the government of the United States, any unit of local government authorized by the Constitution of the State of Illinois or the statutes of the State of Illinois currently or in the previous 3 years. Yes ___ No ___

(d) Relationship to anyone holding elective office currently or in the previous 2 years; spouse, father, mother, son, or daughter. Yes ___ No ___

(e) Appointive office; the holding of any appointive government office of the State of Illinois, the United State of America, or any unit of local government authorized by the Constitution of the State of Illinois or the statutes of the State of Illinois, which office entitles the holder to compensation in excess of the expenses incurred in the discharge of that office currently or in the previous 3 years. Yes ___ No ___

(f) Relationship to anyone holding appointive office currently or in the previous 2 years; spouse, father, mother, son, or daughter. Yes ___ No ___

(g) Employment, currently or in the previous 3 years, as or by any registered lobbyist of the State government. Yes ___ No ___

RETURN WITH BID/OFFER

(h) Relationship to anyone who is or was a registered lobbyist in the previous 2 years; spouse, father, mother, son, or daughter. Yes ___ No ___

(i) Compensated employment, currently or in the previous 3 years, by any registered election or reelection committee registered with the Secretary of State or any county clerk of the State of Illinois, or any political action committee registered with either the Secretary of State or the Federal Board of Elections.

Yes ___ No ___

(j) Relationship to anyone; spouse, father, mother, son, or daughter; who was a compensated employee in the last 2 years by any registered election or re-election committee registered with the Secretary of State or any county clerk of the State of Illinois, or any political action committee registered with either the Secretary of State or the Federal Board of Elections.

Yes ___ No ___

APPLICABLE STATEMENT

This Disclosure Form A is submitted on behalf of the INDIVIDUAL named on previous page.

Completed by:

Name of Authorized Representative (type or print)

Completed by:

Title of Authorized Representative (type or print)

Completed by:

Signature of Individual or Authorized Representative

Date

NOT APPLICABLE STATEMENT

I have determined that no individuals associated with this organization meet the criteria that would require the completion of this Form A.

This Disclosure Form A is submitted on behalf of the CONTRACTOR listed on the previous page.

Name of Authorized Representative (type or print)

Title of Authorized Representative (type or print)

Signature of Authorized Representative

Date

RETURN WITH BID/OFFER

ILLINOIS DEPARTMENT
OF TRANSPORTATION

Form B
Other Contracts &
Procurement Related Information
Disclosure

Contractor Name		
Legal Address		
City, State, Zip		
Telephone Number	Email Address	Fax Number (if available)

Disclosure of the information contained in this Form is required by the Section 50-35 of the Illinois Procurement Act (30 ILCS 500). This information shall become part of the publicly available contract file. This Form B must be completed for bids in excess of \$10,000, and for all open-ended contracts.

DISCLOSURE OF OTHER CONTRACTS AND PROCUREMENT RELATED INFORMATION

1. Identifying Other Contracts & Procurement Related Information. The BIDDER shall identify whether it has any pending contracts (including leases), bids, proposals, or other ongoing procurement relationship with any other State of Illinois agency: Yes ___ No ___

If **"No"** is checked, the bidder only needs to complete the signature box on the bottom of this page.

2. If "Yes" is checked. Identify each such relationship by showing State of Illinois agency name and other descriptive information such as bid or project number (attach additional pages as necessary). SEE DISCLOSURE FORM INSTRUCTIONS:

THE FOLLOWING STATEMENT MUST BE SIGNED

_____ Name of Authorized Representative (type or print)	
_____ Title of Authorized Representative (type or print)	
_____ Signature of Authorized Representative	_____ Date

RETURN WITH BID

SPECIAL NOTICE TO CONTRACTORS

The following requirements of the Illinois Department of Human Rights' Rules and Regulations are applicable to bidders on all construction contracts advertised by the Illinois Department of Transportation:

CONSTRUCTION EMPLOYEE UTILIZATION PROJECTION

- (a) All bidders on construction contracts shall complete and submit, along with and as part of their bids, a Bidder's Employee Utilization Form (Form BC-1256) setting forth a projection and breakdown of the total workforce intended to be hired and/or allocated to such contract work by the bidder including a projection of minority and female employee utilization in all job classifications on the contract project.
- (b) The Department of Transportation shall review the Employee Utilization Form, and workforce projections contained therein, of the contract awardee to determine if such projections reflect an underutilization of minority persons and/or women in any job classification in accordance with the Equal Employment Opportunity Clause and Section 7.2 of the Illinois Department of Human Rights' Rules and Regulations for Public Contracts adopted as amended on September 17, 1980. If it is determined that the contract awardee's projections reflect an underutilization of minority persons and/or women in any job classification, it shall be advised in writing of the manner in which it is underutilizing and such awardee shall be considered to be in breach of the contract unless, prior to commencement of work on the contract project, it submits revised satisfactory projections or an acceptable written affirmative action plan to correct such underutilization including a specific timetable geared to the completion stages of the contract.
- (c) The Department of Transportation shall provide to the Department of Human Rights a copy of the contract awardee's Employee Utilization Form, a copy of any required written affirmative action plan, and any written correspondence related thereto. The Department of Human Rights may review and revise any action taken by the Department of Transportation with respect to these requirements.

RETURN WITH BID

Contract No. 72504
SANGAMON County
Section 27RS-4,BR,TS-1
Project ACNHF-666(18)
Route FAP 666
District 6 Construction Funds

PART II. WORKFORCE PROJECTION - continued

- B. Included in "Total Employees" under Table A is the total number of **new hires** that would be employed in the event the undersigned bidder is awarded this contract.

The undersigned bidder projects that: (number) _____ new hires would be recruited from the area in which the contract project is located; and/or (number) _____ new hires would be recruited from the area in which the bidder's principal office or base of operation is located.

- C. Included in "Total Employees" under Table A is a projection of numbers of persons to be employed directly by the undersigned bidder as well as a projection of numbers of persons to be employed by subcontractors.

The undersigned bidder estimates that (number) _____ persons will be directly employed by the prime contractor and that (number) _____ persons will be employed by subcontractors.

PART III. AFFIRMATIVE ACTION PLAN

- A. The undersigned bidder understands and agrees that in the event the foregoing minority and female employee utilization projection included under **PART II** is determined to be an underutilization of minority persons or women in any job category, and in the event that the undersigned bidder is awarded this contract, he/she will, prior to commencement of work, develop and submit a written Affirmative Action Plan including a specific timetable (geared to the completion stages of the contract) whereby deficiencies in minority and/or female employee utilization are corrected. Such Affirmative Action Plan will be subject to approval by the contracting agency and the **Department of Human Rights**.
- B. The undersigned bidder understands and agrees that the minority and female employee utilization projection submitted herein, and the goals and timetable included under an Affirmative Action Plan if required, are deemed to be part of the contract specifications.

Company _____

Telephone Number _____

Address _____

NOTICE REGARDING SIGNATURE

The Bidder's signature on the Proposal Signature Sheet will constitute the signing of this form. The following signature block needs to be completed only if revisions are required.

Signature: _____ Title: _____ Date: _____

Instructions: All tables must include subcontractor personnel in addition to prime contractor personnel.

Table A - Include both the number of employees that would be hired to perform the contract work and the total number currently employed (Table B) that will be allocated to contract work, and include all apprentices and on-the-job trainees. The "Total Employees" column should include all employees including all minorities, apprentices and on-the-job trainees to be employed on the contract work.

Table B - Include all employees currently employed that will be allocated to the contract work including any apprentices and on-the-job trainees currently employed.

Table C - Indicate the racial breakdown of the total apprentices and on-the-job trainees shown in Table A.

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RETURN WITH BID

ADDITIONAL FEDERAL REQUIREMENTS

In addition to the Required Contract Provisions for Federal-Aid Construction Contracts (FHWA 1273), all bidders make the following certifications.

- A. By the execution of this proposal, the signing bidder certifies that the bidding entity has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action, in restraint of free competitive bidding in connection with the submitted bid. This statement made by the undersigned bidder is true and correct under penalty of perjury under the laws of the United States.
- B. CERTIFICATION, EQUAL EMPLOYMENT OPPORTUNITY:
1. Have you participated in any previous contracts or subcontracts subject to the equal opportunity clause. YES _____ NO _____
 2. If answer to #1 is yes, have you filed with the Joint Reporting Committee, the Director of OFCC, any Federal agency, or the former President's Committee on Equal Employment Opportunity, all reports due under the applicable filing requirements of those organizations? YES _____ NO _____

RETURN WITH BID

**Contract No. 72504
SANGAMON County
Section 27RS-4,BR,TS-1
Project ACNHF-666(18)
Route FAP 666
District 6 Construction Funds**

PROPOSAL SIGNATURE SHEET

The undersigned bidder hereby makes and submits this bid on the subject Proposal, thereby assuring the Department that all requirements of the Invitation for Bids and rules of the Department have been met, that there is no misunderstanding of the requirements of paragraph 3 of this Proposal, and that the contract will be executed in accordance with the rules of the Department if an award is made on this bid.

(IF AN INDIVIDUAL)

Firm Name _____

Signature of Owner _____

Business Address _____

(IF A CO-PARTNERSHIP)

Firm Name _____

By _____

Business Address _____

Name and Address of All Members of the Firm:

(IF A CORPORATION)

Corporate Name _____

By _____

Signature of Authorized Representative _____

Typed or printed name and title of Authorized Representative _____

Attest _____

(IF A JOINT VENTURE, USE THIS SECTION
FOR THE MANAGING PARTY AND THE
SECOND PARTY SHOULD SIGN BELOW)

Business Address _____

(IF A JOINT VENTURE)

Corporate Name _____

By _____

Signature of Authorized Representative _____

Typed or printed name and title of Authorized Representative _____

Attest _____

Signature _____

Business Address _____

If more than two parties are in the joint venture, please attach an additional signature sheet.

RETURN WITH BID



**Illinois Department
of Transportation**

**Division of Highways
Proposal Bid Bond**
(Effective November 1, 1992)

Item No. _____
Letting Date _____

KNOW ALL MEN BY THESE PRESENTS, That We _____

as PRINCIPAL, and _____

_____ as SURETY, are
held jointly, severally and firmly bound unto the STATE OF ILLINOIS in the penal sum of 5 percent of the total bid price, or for the amount specified in
Article 102.09 of the "Standard Specifications for Road and Bridge Construction" in effect on the date of invitation for bids, whichever is the lesser sum, well
and truly to be paid unto said STATE OF ILLINOIS, for the payment of which we bind ourselves, our heirs, executors, administrators, successors and assigns.

THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH, That Whereas, the PRINCIPAL has submitted a bid proposal to the STATE OF
ILLINOIS, acting through the Department of Transportation, for the improvement designated by the Transportation Bulletin Item Number and Letting Date
indicated above.

NOW, THEREFORE, if the Department shall accept the bid proposal of the PRINCIPAL; and if the PRINCIPAL shall, within the time and as specified
in the bidding and contract documents, submit a DBE Utilization Plan that is accepted and approved by the Department; and if, after award by the
Department, the PRINCIPAL shall enter into a contract in accordance with the terms of the bidding and contract documents including evidence of the required
insurance coverages and providing such bond as specified with good and sufficient surety for the faithful performance of such contract and for the prompt
payment of labor and material furnished in the prosecution thereof; or if, in the event of the failure of the PRINCIPAL to make the required DBE submission
or to enter into such contract and to give the specified bond, the PRINCIPAL pays to the Department the difference not to exceed the penalty hereof between
the amount specified in the bid proposal and such larger amount for which the Department may contract with another party to perform the work covered by
said bid proposal, then this obligation shall be null and void, otherwise, it shall remain in full force and effect.

IN THE EVENT the Department determines the PRINCIPAL has failed to comply with any requirement as set forth in the preceding paragraph, then
Surety shall pay the penal sum to the Department within fifteen (15) days of written demand therefor. If Surety does not make full payment within such
period of time, the Department may bring an action to collect the amount owed. Surety is liable to the Department for all its expenses, including attorney's
fees, incurred in any litigation in which it prevails either in whole or in part.

In TESTIMONY WHEREOF, the said PRINCIPAL and the said SURETY have caused this instrument to be signed by their respective officers this
_____ day of _____ A.D., _____.

PRINCIPAL

SURETY

(Company Name)

(Company Name)

By: _____ By: _____
(Signature & Title) (Signature of Attorney-in-Fact)

Notary Certification for Principal and Surety

STATE OF ILLINOIS,
COUNTY OF _____

I, _____, a Notary Public in and for said County, do hereby certify that
_____ and _____

(Insert names of individuals signing on behalf of PRINCIPAL & SURETY)

who are each personally known to me to be the same persons whose names are subscribed to the foregoing instrument on behalf of PRINCIPAL and
SURETY, appeared before me this day in person and acknowledged respectively, that they signed and delivered said instrument as their free and voluntary
act for the uses and purposes therein set forth.

Given under my hand and notarial seal this _____ day of _____, A.D. _____.

My commission expires _____
Notary Public

In lieu of completing the above section of the Proposal Bid Form, the Principal may file an Electronic Bid Bond. By signing below the Principal is ensuring
the identified electronic bid bond has been executed and the Principal and Surety are firmly bound unto the State of Illinois under the conditions of the bid
bond as shown above.

Electronic Bid Bond ID# _____ Company/Bidder Name _____ Signature and Title _____

PROPOSAL ENVELOPE



PROPOSALS

for construction work advertised for bids by the
Illinois Department of Transportation

Item No.	Item No.	Item No.

Submitted By:

Name:
Address:
Phone No.

Bidders should use an IDOT proposal envelope or affix this form to the front of a 10" x 13" envelope for the submittal of bids. If proposals are mailed, they should be enclosed in a second or outer envelope addressed to:

Engineer of Design and Environment - Room 323
Illinois Department of Transportation
2300 South Dirksen Parkway
Springfield, Illinois 62764

NOTICE

Individual bids, including Bid Bond and/or supplemental information if required, should be securely stapled.

CONTRACTOR OFFICE COPY OF CONTRACT SPECIFICATIONS

NOTICE

None of the following material needs to be returned with the bid package unless the special provisions require documentation and/or other information to be submitted.

**Contract No. 72504
SANGAMON County
Section 27RS-4,BR,TS-1
Project ACNHF-666(18)
Route FAP 666
District 6 Construction Funds**



Illinois Department of Transportation



- 1. TIME AND PLACE OF OPENING BIDS.** Sealed proposals for the improvement described herein will be received by the Department of Transportation at the Harry R. Hanley Building, 2300 South Dirksen Parkway, in Springfield, Illinois until 10:00 o'clock a.m., November 7, 2003. All bids will be gathered, sorted, publicly opened and read in the auditorium at the Department of Transportation's Harry R. Hanley Building shortly after the 10:00 a.m. cut off time.
- 2. DESCRIPTION OF WORK.** The proposed improvement is identified and advertised for bids in the Invitation for Bids as:

**Contract No. 72504
SANGAMON County
Section 27RS-4,BR,TS-1
Project ACNHF-666(18)
Route FAP 666
District 6 Construction Funds**

4.11 miles of pavement patching, bituminous surface removal, variable width bituminous concrete resurfacing, 8 ft width bituminous shoulders, variable width aggregate shoulders, structure repairs and traffic signal modernization on Business Loop I-55 from Dirksen Parkway in Springfield extending north to FAI Route 55 in Sherman.

- 3. INSTRUCTIONS TO BIDDERS.** (a) This Notice, the invitation for bids, proposal and letter of award shall, together with all other documents in accordance with Article 101.09 of the Standard Specifications for Road and Bridge Construction, become part of the contract. Bidders are cautioned to read and examine carefully all documents, to make all required inspections, and to inquire or seek explanation of the same prior to submission of a bid.

(b) State law, and, if the work is to be paid wholly or in part with Federal-aid funds, Federal law requires the bidder to make various certifications as a part of the proposal and contract. By execution and submission of the proposal, the bidder makes the certification contained therein. A false or fraudulent certification shall, in addition to all other remedies provided by law, be a breach of contract and may result in termination of the contract.
- 4. AWARD CRITERIA AND REJECTION OF BIDS.** This contract will be awarded to the lowest responsive and responsible bidder considering conformity with the terms and conditions established by the Department in the rules, Invitation for Bids and contract documents. The issuance of plans and proposal forms for bidding based upon a prequalification rating shall not be the sole determinant of responsibility. The Department reserves the right to determine responsibility at the time of award, to reject any or all proposals, to readvertise the proposed improvement, and to waive technicalities.

By Order of the
Illinois Department of Transportation

Timothy W. Martin, Secretary

BD 351 (Rev. 01/2003)

INDEX
FOR
SUPPLEMENTAL SPECIFICATIONS
AND RECURRING SPECIAL PROVISIONS

Adopted January 1, 2003

This sheet contains a listing of SUPPLEMENTAL SPECIFICATIONS, frequently used RECURRING SPECIAL PROVISIONS and LOCAL ROADS AND STREETS RECURRING SPECIAL PROVISIONS.

ERRATA Standard Specifications for Road and Bridge Construction
 (Adopted 1-1-02) (Revised 1-1-03)

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STATE OF ILLINOIS

SPECIAL PROVISIONS

The following Special Provisions supplement the "Standard Specifications for Road and Bridge Construction," adopted January 1, 2002, the latest edition of the "Manual on Uniform Traffic Control Devices for Streets and Highways," and the "Manual of Test Procedures for Materials" in effect on the date of invitation for bids, and the Supplemental Specifications and Recurring Special Provisions indicated on the Check Sheet included herein which apply to and govern the construction of FAP Route 666 (BL I-55), Section 27 RS-4, BR, TS-1, Sangamon County, and in case of conflict with any part or parts of said Specifications, the said Special Provisions shall take precedence and shall govern.

FAP ROUTE 666 (BL I-55)
SECTION 27 RS-4, BR, TS-1
SANGAMON COUNTY

LOCATION OF PROJECT

The work in this section is located on FAP 666 (BL I 55) from Dirksen Parkway to I-55, net length 4.11 miles.

DESCRIPTION OF PROJECT

This work in Section 27 RS-4, BR, TS-1 consists of furnishing all equipment, materials, and labor necessary for pavement patching, bituminous surface removal, aggregate shoulder placement, bituminous concrete resurfacing, bridge microsilica concrete overlay, pavement marking, raised reflective pavement markers, guardrail improvements, and all other miscellaneous work required to complete these improvements located on FAP 666 (BL I-55) from Dirksen Parkway to I-55. Net length 4.11 miles; gross length 4.65 miles.

TRAFFIC CONTROL PLAN

Effective: November 1, 1984

Traffic control shall be in accordance with the applicable sections of the Standard Specifications for Road and Bridge Construction, the applicable guidelines contained in the Illinois Manual on Uniform Traffic Control Devices for Streets and Highways, these Special Provisions, any special details and Highway Standards contained herein and in the plans.

Special attention is called to Sections 107 and 701 through 705 of the Standard Specifications for Road and Bridge Construction, and as amended by the Supplemental Specifications, Recurring Special Provisions, the Special Provisions contained herein, and the following highway standards relating to traffic control:

701101 701106 701402 701406 701426 701701 702001 704001

Limitations of Construction: The Contractor shall coordinate the items of work in order to keep hazards and traffic inconveniences to a minimum, as specified below.

1. During the construction of this section at least one lane shall remain open to traffic at all times.
2. The Contractor shall provide, erect, and maintain all the necessary barricades, cones, drums, and lights for the warning and protection of traffic, as required by Sections 107 and 701 through 703 of the Standard Specifications, and as modified.
3. The Contractor shall furnish and post-mount "Road Construction Next _____ Miles" G20-1(0) and when applicable, "No Passing Zones Not Striped Next _____ Miles" G20-1100(0) at the beginning of this project. "End of Construction" signs G20-2a(0) shall also be post-mounted in its proper place in accordance with traffic standard 702001.

The Contractor shall also furnish and erect "Road Construction Ahead" signs (W20-1(O)-48) on all side roads when working within the limits of the project's side road intersections. All other signing shall be tri-pod mounted so as to keep the proper spacing with all other standard operations. These signs will not be paid for separately but shall be included as part of the contract unit bid prices for the traffic control and protection pay items.

4. Revise the first paragraph of Article 702.05(a): "General: Sign posts must be 100 x 100 mm (4 x 4 inches) wood posts according to Article 1093.01(b). The use of metal posts will not be permitted."
5. There will be no overnight lane closures, except for those required for bridge repair to SN 084-0031.
6. Uneven lane signs W8-11(0) 48" shall be provided any time there is a difference in elevation between lanes. These signs shall be placed one on each shoulder every two miles. These signs will not be paid for separately but shall be included as part of the contract unit bid prices for the traffic control and protection pay items.

Method of Measurement: Traffic control and protection required under Standard 701402, Standard 701406, and Standard 701701 will be measured and paid for on a lump sum basis. All other traffic control shall be measured according to Section 701.07 of the Standard Specifications.

Basis of Payment: Traffic control and protection required under standards 701406 will be paid for at the contract lump sum price for TRAFFIC CONTROL AND PROTECTION STANDARD 701402, TRAFFIC CONTROL AND PROTECTION STANDARD 701406, and TRAFFIC CONTROL AND PROTECTION STANDARD 701701.

Traffic Control Surveillance will be paid for at the contract price per calendar day for TRAFFIC CONTROL SURVEILLANCE. All pavement marking will be paid for separately. All traffic signal equipment will be paid for separately. All other TC&P required will not be measured for separately but considered as part of the contract unit bid prices for the TC&P pay items that are included.

COMPLETION DATE

All work required in this contract shall be completed by August 4, 2004, (before the IL State Fair) with an additional 10 working days allowed for completion of traffic signal work only.

If the Contractor fails to complete the required work by the completion date(s) or within the number of additional working days stated herein, he/she shall be liable to the Department for liquidated damages in accordance with Article 108.09 of the Standard Specifications and any other additional special provision which may be attached herein which supplements Article 108.09. The Contractor will also be liable for additional items of work made necessary by not meeting the completion date(s) or additional working days allowed. Such items include, but are not restricted to, temporary pavement marking, temporary erosion control, and temporary seeding.

STATUS OF UTILITIES TO BE ADJUSTED

The following utilities are involved in this project. The utility companies have provided the estimated dates.

<u>Name & Address of Utility</u>	<u>Type</u>	<u>Location</u>	<u>Estimated Date of Relocation Completed</u>
--------------------------------------	-------------	-----------------	---

NONE ANTICIPATED

The above represents the best information of the Department and is only included for the convenience of the bidder. The applicable provisions of Sections 102, 103, and Articles 105.07, 107.20, 107.31, and 108.02 of the Standard Specifications for Road and Bridge Construction shall apply.

The estimated utility relocation dates should be part of the progress schedule submitted by the Contractor. If any utility adjustments or relocations have not been completed by the above dates specified and when required by the Contractor's operations after these dates, the Contractor should notify the Engineer in writing. A request for an extension of time will be considered to the extent the Contractor's critical path schedule is affected.

PAYROLLS AND PROCEDURES

Effective: February 5, 1975

Revised: November 7, 1986, January 14, 1994, and June 2001

The prime Contractor and each Subcontractor shall submit a weekly certified original and one copy of their companies payroll directly to the District Engineer.

Payrolls must be received within seven (7) days of the payroll ending period.

Payroll data shall be submitted on Payroll Form RE 48 or an approved facsimile to include every person paid by a Contractor or Subcontractor in any manner for his or her labor in the construction, prosecution, completion, or repair of this public work is employed and receiving "wages," regardless of any contractual relationship alleged to exist between him/her and the real employer.

Payroll data shall include all persons employed on the job site.

The following employee codes are to be used to identify each individual on the payroll:

A. **Gender:** **M** – Male **F** – Female

B. **Ethnic Group:** **1** – White **2** – Black **3** – Hispanic
 4 – American Indian/Alaskan Native **5** – Asian/Pacific Islander

C. **Work Classification:**

OF – Officials	SU – Supervisors	FO – Foremen	CL – Clerical
CA – Carpenters	EO – Operators	ME – Mechanics	TD – Truck Drivers
IW – Ironworkers	PA – Painters	CM – Cement Masons	EL – Electricians
PP – Pipefitters	TE – Technical	LA – Laborers	OT – Other

D. **Employee Status:** **O** – Owner Operator **J** – Journeyman **C** – Company
 A – Apprentice **T** – Trainee

Payroll data shall be submitted by the prime Contractor and each Subcontractor for each consecutive week from the start to the completion of their work. When there has been no activity during a work week, a payroll is still required to be sent to the District Engineer with the appropriate box (“No Work,” “Suspended,” “Completed”) checked at the bottom of the Payroll Form RE 48. **DO NOT** check any of these boxes when payroll data is being reported on the payroll.

The Department of Transportation is requesting disclosure of information necessary to accomplish the statutory purpose as outlined under 23CFR, part 230, and 41CFR, part 60.4, and the Illinois Human Rights Act. Disclosure of this information is REQUIRED. Failure to comply with this special provision may result in the withholding of payments to the Contractor and/or cancellation, termination, or suspension of the contract in whole or part.

Compliance with this Special Provision shall be considered incidental to the cost of the contract and no additional compensation will be allowed for any costs incurred.

BITUMINOUS SURFACE REMOVAL (COLD MILLING) VARIABLE DEPTH

This work shall consist of the bituminous surface removal of the existing pavement, as shown on the plans and as directed by the Engineer, in accordance with applicable portions of Section 440 of the Standard Specifications.

On normal crown sections there will be 2.0 in (as directed by the Engineer) of surface removal at the center line and variable depth cold milling at the edge of pavement to correct the slope of existing pavement, as shown on the plans. The depth of milling shall not exceed the existing bituminous surface thickness.

In curb and gutter areas, the milling depth shall be increased to match the proposed resurfacing thickness at the edge of curb and gutter, as shown on the plans and directed by the engineer.

In superelevated areas and superelevation transition areas the removal depth will be as directed by the Engineer to correct slopes, if need be.

This work shall also include sawing the existing pavement to obtain a satisfactory butt joint at locations indicated on the plans and the removal and disposal of the bituminous concrete surface.

All material, equipment, and labor necessary to complete this work, as specified above and shown in the plans, will be included in the contract unit price bid per square meter for BITUMINOUS SURFACE REMOVAL (VARIABLE DEPTH).

GUARDRAIL REMOVAL

This work shall consist of the removal of the existing guardrail, posts, and terminal sections at the locations shown on the plans and as designated by the Engineer.

This work shall be performed in accordance with Section 632 of the Standard Specifications and the appropriate traffic control standards.

All the removed items shall become the property of the Contractor and will be disposed of outside the limits of the right of way.

All the material, equipment, and labor necessary to complete this work as specified above and as shown on the plans will be paid for at the contract unit price bid per foot for GUARDRAIL REMOVAL.

BITUMINOUS SURFACE REMOVAL

Revise Article 440.06 to read:

“Materials generated by the bituminous surface removal operations will remain property of the Department and will be delivered to the following location, at the direction of the engineer:

Springfield East (near Riverton) IDOT Operations Yard, 5204 Old Route 36
Contact : Mark Esker - 217 / 782-1449 or Tony Catalano - 217 / 785-7831

Materials resulting from the removal of existing pavement and appurtenances as herein specified and not required to be delivered to the designated facility by the engineer shall be disposed of according to Article 202.03. It is anticipated that approximately 4,000 tons from this project will be required at the Springfield East IDOT Operations Yard.”

Delivery of the bituminous surface removal materials to the designated location will not be measured for payment, but will be included in the contract unit price per square yard for BITUMINOUS SURFACE REMOVAL of the depth specified.

ELECTRIC CABLE

Effective: November 1, 1984

Revised: September 7, 2001

This work shall consist of furnishing and installing electric cable of the type size and number of conductors specified, in accordance with the requirements of Section 873 and 1076.04 of the Standard Specifications for Road and Bridge Construction except as described herein.

All stranded wire connections in signal heads, push buttons, terminal compartments shall be made with insulated spade connections.

Cables shall be identified by color coded tape applied at both the signal and controller ends. The color-coding shall be as shown on the plans.

The cable will be paid for the vertical length of all traffic signal post. All other vertical cable lengths shall be paid for as prescribed in the Standard Specifications.

Basis of Payment: This work will be paid for at the contract unit price per meter (foot) for ELECTRIC CABLE of the type, size, and number of conductors specified, which price shall be payment in full for furnishing the material and making all electrical connections and installing the cable complete.

FULL-ACTUATED CONTROLLER

This item shall consist of furnishing, installing and placing into operation a multi-phase microprocessor based controller at the location(s) indicated on the plans, or as directed by the Engineer. The controller shall comply with the requirements of Sections 857, 1073.01 and 1074.03 of the Standard Specifications for Road and Bridge Construction and the following additions or exceptions.

General: The controller shall meet the requirements of the NEMA TS2 standards for a Type 1 controller. Data entry shall be by keyboard or personal computer. The controller shall be fully compatible with the NTCIP Standard.

If rivets are exposed on the outside of the cabinet, they shall be either stainless steel or aluminum to prevent oxidation.

The controller timings shall be stored in a data module, which shall be easily removable to transfer data to another controller of the same type.

There shall be three communications ports. Port 1 shall be a high-speed serial bus for communications with the Malfunction Management Unit, Terminals and Facilities, and detection. Communications shall be SDLC format with defined protocol, EIA RS-485 interface. Port 2 shall be an EIA RS-232C interface to allow use of a personal computer for data entry and transfer of status and events or output of timing and operational data to a printer. Port 3 shall be for systems interface.

Coordination: The coordinator shall provide a minimum of sixteen timing plans with a minimum of one cycle length, one set of splits and three offsets per timing plan. Cycle lengths shall be adjustable from 30-255 seconds, splits and offsets shall be in seconds or percent, and offsets reference to beginning of green of the first served coordinated phase.

Diagnostics: The controller and terminal facility shall have full diagnostics in accordance with

the NEMA TS2 standard.

Malfunction Management Unit: The malfunction management unit shall be a Type 1 sixteen channel with three inputs per channel.

Terminals and Facilities: The terminal facilities shall have TS1 compatible load switches, flasher and flash transfer relay. The backpanel must accommodate 16 load switches.

All main panel wiring shall conform to the following wire size and color:

Green/Walk load switch output	brown wire, 14 gauge
Yellow load switch output	yellow wire, 14 gauge
Red/Don't Walk load switch output	red wire, 14 gauge
MMU (other than AC power)	violet wire, 22 gauge
Controller I/O	blue wire, 22 gauge
AC Line - power panel to main panel (1 for each 4 LS)	black wire, 10 gauge
AC Line – main panel	black wire, 14 gauge
AC Neutral – power panel to main panel	white wire, 10 gauge
Earth ground – power panel	green wire, 8 gauge
Flash programming	flasher terminal
	Red or yellow field terminal
	black wire, 14 gauge

The main panel shall incorporate a relay to remove +24 VDC from the common side of the load switches when the intersection is placed into flash. The relay shall have a momentary pushbutton to apply power to the load switch input for troubleshooting.

A Bus Interface Unit (BIU) shall be used for I/O electronics.

Detection interface to the controller shall be through a BIU.

The surge suppression for the controller cabinet shall be an EDCO SHA 1250, base mounted. The normally open contacts of the suppressor shall be wired to the alarm 2 input of the controller for system monitoring.

Basis of Payment: This item will be paid for at the contract unit price each for FULL-ACTUATED CONTROLLER, of the sequence, phasing, and cabinet shown on the plans, which price shall be payment in full for furnishing the controller, cabinet, and all associated equipment required, installing the unit complete in place and placing the unit into operation to the satisfaction of the Engineer.

VIDEO VEHICLE DETECTION SYSTEM

Revised: August 1, 2002

This work shall consist of furnishing, installing and placing into operation a vehicle detection system, which detects vehicles by processing video images and providing detection outputs to a traffic signal controller. This equipment shall meet the NEMA environmental, power and surge ratings as set forth in NEMA TS1 and TS2 Specifications.

Hardware: The machine vision sensors shall be four integrated imaging CCD arrays with optics, high-speed, color, image-processing hardware and a CPU bundled into a sealed enclosure. The

environmental enclosure shall be waterproof and dust-tight to NEMA-4 specifications, and shall be pressurized with dry nitrogen to 5 ± 1 psi. The enclosure shall allow the machine vision sensor to operate satisfactorily over an ambient temperature range from -34 degrees C to +60 degrees C while exposed to precipitation as well as direct sunlight. The enclosure shall allow the image sensor horizon to be rotated during field installation. The enclosure shall include a provision at the rear of the enclosure for connection of the factory-fabricated power, communications and video signal cable. Input power to the environmental enclosure shall be 24 VAC/DC and either 50 or 60 Hz. A heater shall be at the front of the enclosure to prevent the formation of ice and condensation in cold weather, as well as to assure proper operation of the lens' iris mechanism. The heater shall not interfere with the operation of the image sensor electronics, and it shall not cause interference with the video signal. The enclosure shall be light-colored and shall include a sun shield to minimize solar heating and glare. The front edge of the sunshield shall protrude beyond the front edge of the environmental enclosure and shall include provision to divert water flow to the sides of the sunshield. The amount of overhang of the sunshield shall be adjustable to prevent direct sunlight from entering the lens or hitting the faceplate. The total weight of the image sensor in the environmental enclosure with sunshield shall be less than 2.7 kg (6 pounds). When operating in the environmental enclosure with the power, communication and video signal cable connected, the image sensor shall meet FCC class B and CE requirements for electromagnetic interference emissions.

The CCD arrays shall be directly controlled by the CPU, thus providing high video quality for detection that has virtually no noise to degrade detection performance. The optics and camera electronics shall be directly controlled for optimal illumination for traffic detection. The lens shall be pre-focused at the factory, as required for operation. It shall be possible for the user to focus the lens, as required for operation. The machine vision sensor shall operate at a maximum rate of 30 frames per second when configured for the NTSC (US) color video standard. The machine vision sensor shall process a minimum of twenty detector zones placed anywhere in the field of view of the sensor. The video output shall have the ability to selectively show overlaid graphics indicating the current real-time detection state of each individual detector defined in the video. The sensor output NTSC color video shall be viewed with any compatible video-display device.

Sensor Hardware: The machine vision sensor shall use medium resolution color image sensors as the video source for real-time vehicle detection using either NTSC or PAL formats. As a minimum each image sensor shall produce images with a CCD sensing element with horizontal resolution of at least 500 lines and vertical resolution of at least 350 lines. Images shall be output as video conforming to NTSC or PAL specifications and provide software JPEG video compression with a useable video and resolvable features in the video image when those features have luminance levels as low as 0.1 lux at night. Useable video and resolvable features in the video image shall also be produced when those features have luminance levels as high as 10,000 lux during the day. Useable video and resolvable features in the video image shall be produced when the ratio of the luminance of the resolved features in any single video frame is 300:1. The sensor shall provide direct real-time iris and shutter speed control, be usable for video surveillance, provide an optical filter and appropriate electronic circuitry in the sensor to suppress "blooming" effects at night, and have gamma for the image sensor present at the factory to a value of 1.0.

Sensor Optics: The machine vision sensor shall be equipped with an integrated zoom lens with zoom and focus capabilities that can be changed using either configuration computer software or a hand-held controller.

Functional: The machine vision sensor shall be able to be programmed with a variety of detector types that perform specific functions selectable by software. Detector types shall include stopline detectors capable of providing presence of moving vehicle detection based upon phase

status, presence detectors, directional presence, and input detectors. Additionally, phase green or red shall be displayed. The unit shall monitor a programmable contrast detector and apply video loss timing parameters to the output by implementing minimum, maximum, or user defined fixed time recall the assigned phase(s). The detector shall be capable of having Boolean logic applied to multiple detectors or a minimum number of detectors out of a total present, prior to placing a call.

Detector features shall include:

- a. Count detection - outputs traffic volume statistics and generates traffic counts and occupancy.
- b. Presence detection - indicate presence of a vehicle, stopped vehicle, or vehicles traveling in the wrong direction.
- c. Speed detection - provide vehicle counts, speed, length, and classification.
- d. Detector function combines - outputs of multiple detectors via Boolean logic functions.
- e. Label displays - information on the machine vision video output and passes input information to other detectors.
- f. Detector Station - collects and reports traffic data gathered over specified time intervals.
- g. Incident detection - monitor traffic parameters for conditions that indicate an incident has occurred, such as an accident or a stalled vehicle that results in a sudden reduction in roadway capacity or throughput.
- h. Schedulers - define plans that can be used by other detectors to specify different parameters for each time-of-day plan.
- i. Contrast Loss detection - monitor the quality of the video image that the machine vision sensor is processing.
- j. Speed Alarm - generates alarm outputs based on user-defined algorithms using speed.

External Interfaces: The external interfaces to the machine vision sensor shall include a detector port specifically to exchange detector state data with the cabinet interface devices, differential color video output, and 24 VAC/DC power to operate the sensor.

Sensor Field Interface Equipment: A communications panel shall be provided with each machine vision sensor for installation. The communications panel shall provide a terminal block for terminating power and four twisted-pair wiring to the image sensor.

Supervisor Communications Port: There shall be a supervisor communications port to configure and provide general communications. The machine vision sensor shall use an RS-485 multi-drop network protocol to facilitate communications via a network of rack cards to a remote or local PC client/server application. The communications port shall allow the user to update the embedded software with a new software release and interact with a PC client/server application for all of the various detection requests supported by the machine vision sensor. The communications protocol over the supervisor communications port shall be the UDP/IP message packet and routing standard. This protocol shall be used throughout the field network of machine vision sensors, hubs and the host PC server application.

Detector I/O Port: The machine vision sensor detector port shall provide a dedicated, RS-485, half-duplex interface between the machine vision sensor and a detector port master such as a card rack or TS2 mini-hub. The real-time state of phase inputs shall be transmitted to the machine vision sensor. The machine vision sensor shall exchange input and output state data with the detector port master every 100 ms. The communications protocol shall be UDP/IP over the single twisted-pair wiring. A detector port master such as a TS2 mini-hub shall

subsequently translate the detection states in an electrically compatible manner to a traffic signal controller:

- (1) The interface card immediately upon receipt of the state change shall apply single pin state outputs and each on or off pulse shall be guaranteed a minimum pulse width of 100 ms.
- (2) Speed outputs from 2 pins shall reflect the true output of the delay proportional to measured speed within ± 1 ms.

Differential Video: The machine vision sensor shall output full motion video using a differential video port in either NTSC or PAL format. The differential video shall be transmitted over a single twisted pair.

Power: The machine vision sensor shall operate on 24 VAC/DC, 50/60 Hz at a maximum of 25 watts. The camera and processor electronics shall consume a maximum of 10 watts. The remaining 15 watts shall support an enclosure heater.

Sensor Operations Log: The machine vision sensor shall maintain a non-volatile operations log, which minimally contains:

- a. Revision numbers for the current machine vision sensor hardware and software components in operation.
- b. Title and comments for the detector configuration.
- c. Date and time the last detector configuration was downloaded to the machine vision sensor.
- d. Date and time the operation log was last cleared.
- e. Date and time communications were opened or closed with the machine vision sensor.
- f. Date and time of last power-up.
- g. Time-stamped, self-diagnosed hardware, and software errors that shall aid in system maintenance and troubleshooting.

Sensor Vehicle Detection Performance: The real time detection performance of the machine vision sensor shall be optimized by following the guidelines for the traffic application including, machine vision sensor mounting location; the number of traffic lanes to monitor; the sizing, placement, and orientation of vehicle detectors; traffic approaching and/or departing from the sensor's field of view; and minimizing the effects of lane changing maneuvers.

Detection Zone Placement: The video detection system shall provide flexible detection zone placement anywhere and at any orientation within the field of view of the machine vision sensor. Preferred detector configurations shall be detection zones placed across lanes of traffic for optimal count accuracy, detection zones placed parallel to lanes of traffic for optimal presence detection accuracy of moving or stopped vehicles. A single detection zone shall be able to replace one or more conventional detector loops connected in series. Detection zones shall be able to be overlapped for optimal road coverage. In addition, selective groups of detectors shall be able to be logically combined into a single output by using optional delay and extend timing and signal state information. Optimal detection shall be achieved when the machine vision sensor placement provides an unobstructed view of each traffic lane where vehicle detection is required. Obstructions are not limited to fixed objects. Obstruction of the view can also occur when vehicles from a lane nearer to the sensor obscure the view of the roadway of a lane further away from the sensor.

Detection Zone Programming: Placement of detection zones shall be by means of a portable or desktop computer using the Windows 95, 98, Millennium, Windows NT 4.0, or 2000 operating systems, a keyboard, and a mouse. The VGA monitor shall be able to show the detection zones

superimposed on images of traffic scenes. The mouse and keyboard shall be used to place, size, and orient detection zones to provide optimal road coverage for vehicle detection; modify detector parameters for site geometry to optimize performance; edit previously defined detector configurations; adjust the detection zone size and placement; add detectors for additional traffic applications; reprogram the sensor for different traffic applications, changes in installation site geometry, or traffic rerouting.

It shall be possible to download detector configurations from the computer to the machine vision sensor; upload the current detector configuration that is running in the machine vision sensor; back up detector configurations by saving them to the computer's removable or fixed disks; perform the above upload, store, and retrieve functions for video snapshots of the machine vision sensors' view.

Optimal Detection: The video detection system shall provide optimal detection of vehicle passage and presence when the machine vision sensor is mounted 30 ft. or higher above the roadway, the image sensor is adjacent to the desired coverage area and the distance to the farthest detection zone locations is not greater than 10 times the mounting height of the machine vision sensor.

The machine vision sensor shall be able to view either approaching or departing traffic or both in the same field of view. The machine vision sensor, when placed at a mounting height that minimizes vehicle image occlusion and equipped with a lens to match the width of the road shall be able to monitor a maximum of 6 to 8 traffic lanes simultaneously.

Detection Zone Operation: The machine vision sensor's real-time detection operation shall be verifiable through the following means:

- a. View the video output of the sensor with any standard video display device (monitor).
- b. The video output of the machine vision sensor (differential twisted pair) shall be capable of selectively transmitting:
 - (1) Camera video only.
 - (2) Analog video overlaid with the current real-time detection state of each detector.
 - (3) Camera video with overlaid, scaled cross-hairs that are used for aiming the sensor (during installation).
 - (4) Individual detectors shall have the option of being hidden.
- c. Electrically monitor assigned contact closure pinouts from a detector port master such as a TS2 Mini-Hub interface card, or Detector Rack interface card. Each pin of an interface card shall have one associated LED output to reflect its output state.
- d. View the associated output LED state on the detector port master:
 - (1) An LED shall be ON when its assigned detector output or signal controller phase input is on.
 - (2) An LED shall be OFF when its assigned detector or signal controller input is off.

Count Detection Performance: Using a machine vision sensor installed within the optimal viewing specifications described above for count station traffic applications the system shall be able to accurately count vehicles with at least 96% accuracy under normal operating conditions (day and night) and at least 93% accuracy under adverse conditions. Adverse conditions are combinations of weather and lighting conditions that result from shadows, fog, rain, snow, etc.

Demand Presence Detection Performance: Using a machine vision sensor installed within the optimal viewing specifications described above for intersection control applications the system shall be able to accurately provide demand presence detection. The demand presence

accuracy shall be based on the ability to enable a protected turning movement on an intersection stop line, when a demand exists. The probability of not detecting a vehicle for demand presence shall be less than 1-percent error under all operating conditions. In the presence of adverse conditions, the machine vision sensor shall minimize extraneous (false) protected movement calls to less than 7 %.

Speed Detection Performance: The machine vision sensor shall accurately measure average (arithmetic mean) speed of multiple vehicles with more than 98% accuracy under all operating conditions for approaching and departing traffic. The average speed measurement shall include more than 10 vehicles in the sample to ensure statistical significance. Optimal speed detection performance requires the sensor location to follow the specifications described above for count station traffic applications with the exception that the sensor must be higher than 40 feet. The machine vision sensor shall accurately measure individual vehicle speeds with more than 95% accuracy under all operating conditions for vehicles approaching the sensor (viewing the front end of vehicles), 90% accuracy for vehicles departing from the sensor (viewing the rear end of vehicles). These specifications shall apply to vehicles that travel through both the count and speed detector pair and shall not include partial detection situations created by lane changing maneuvers.

Sensor Electrical: The video output of the machine vision sensor shall be isolated from earth ground. All video connections from the sensor to the interface panel shall also be isolated from earth ground. The video output, communication, and power stages of the sensor shall include transient protection to prevent damage to the sensor due to voltage transients occurring on the cable leading from the machine vision sensor to other field terminations. Connections for video, communications and power shall be made to the image sensor using a single 18-pin circular metal shell connector (Bendix PT07C-14-18P or equivalent). The mating cable shall use a right-angle shell. The machine vision sensor shall have passed requirements for and received the CE mark. The power to the sensor shall be fused in the controller cabinet.

Auxiliary Equipment: The system shall be supplied with a color 10-inch monitor in the controller cabinet to display a camera field of view with detection areas overlaid. The input to the monitor shall be selectable from any of the cameras in the system via a push button selector device.

Training: The supplier of the video detection system shall provide two days of training to maintenance and engineering personnel in the operation, setup and maintenance of the video detection system.

Basis of Payment: This work will be paid for at the contract unit price each for VIDEO VEHICLE DETECTION SYSTEM, which price shall be payment in full for furnishing, installing, and placing into operation the equipment specified to the satisfaction of the Engineer.

INTERSECTION MONITOR UNIT

Effective: September 14, 1990

Revised: March 8, 2000

This specification describes the operational and technical design requirements for a system to be used to monitor the operation of individual intersections. The system unit shall consist of a central office facility together with monitoring devices located at isolated intersections to be monitored.

Remote Monitoring Equipment: The monitor should be compatible with remote monitoring equipment at the IDOT District 6 Operations Office, which is running Econolite Aries software, US Robotics 56K modem, and HP LaserJet printer. If the Contractor wishes to furnish a new brand of signal equipment, the following items will be incidental to the contract:

- a. A monitor software package in Windows format
- b. Installation of the equipment at the district office
- c. An equipment demonstration to the satisfaction of the District Traffic Signal Supervisor that the equipment will satisfactorily perform the specified functions.
- d. Technical training to use the equipment and software for up to six people of the Departments choosing.

If a new brand is utilized, the Contractor will furnish a personal computer that can operate and monitor the intersections on a full-time basis. The computer furnished shall be currently approved by the Central Management Services. At the present time Compaq and Dell personal computers are on the approved list. The actual cost of the computer will be paid for under Article 109.05 of the Standard Specifications for Road and Bridge Construction. The computer system minimum shall have one 3-1/2" 1.44 Mb floppy/ Super Disk drive, 10 Gb hard disk drive, 21" Super VGA monitor, 128 Mb RAM, Pentium III or AMD Athalon 600 MHz processor, US Robotics 56K modem, HP LaserJet 5 with infrared port printer, and all necessary cables.

The intersection shall have the necessary hardware and software to provide, as a minimum, the following monitoring functions:

Power Failure: The monitor shall include a power on status event. Upon restoration of power, the monitor shall go through a power up sequence. Upon completion a power on status report shall be reported if the power off period was greater than a user selected period (0 to 255 seconds).

Intersection Flash: The intersection monitor shall have inputs for monitoring the following intersection flash conditions:

1. CMU flash
2. Controller voltage failure (NEMA only)
3. Police door/local flash

Each of these conditions shall be reported on an individual basis.

An input shall be available to inhibit the reporting of police door/local flash, controller voltage failure conditions. This shall allow preempt or time of day generated flash conditions to not cause an event to be reported.

Cycle Failure: The monitor shall provide a diagnostic test to check that the controller is cycling properly. The monitor shall expect the controller to cycle within a diagnostic period, variable from 0 to 255 seconds or minutes as desired. If the controller does not cycle within the diagnostic period, a cycle fail shall be reported unless both rings are in a rest condition. If the controller still fails to cycle, a cycle fail event shall be reported. To prevent repeated calling of opposing movements every diagnostic period the monitor shall retain the phase timing condition when the first cycle fail diagnostic period expires. If the controller is resting in the same phase when the next diagnostic failure occurs, no call shall be placed.

Controller Timing: The monitor shall monitor controller timing.

Detector Monitoring: The monitor shall be capable of monitoring the operation of at least 32 detectors. Each detector shall be monitored for no activity and maximum presence, with each of these conditions reported separately. Eight detector inputs shall be capable of monitoring the phase detector input and 24 detector inputs shall be capable of monitoring individual detector outputs.

Detector monitoring shall be controlled on a time of day basis. The monitor shall include a minimum of eight detector plans. Each plan shall have a minimum of six time of day controlled intervals, with each interval specifying the starting hour, no activity and maximum presence period, and allow for inhibiting either one or both detector monitoring functions.

Each detector monitoring input shall be assignable to a monitoring plan and have its own diagnostic scale. The scale shall provide as a minimum 1, 15, and 60 minute intervals.

The monitor shall include the capability to automatically place a phase on recall if the detector monitoring input associated with the phase indicates no activity. The recall mode shall be either no recall, minimum, maximum or fixed time recall. In the fixed time mode the recall output shall remain on for a period or time after the associated phase begins timing. The fixed time recall period shall be adjustable on a per phase basis from 0 to 255 seconds. The monitor shall provide eight recall outputs associated with phases 1 through 8 and detector monitor inputs 1 through 8 respectively.

The monitor shall also provide for manually placing a phase or phases in any of the recall modes described above from the central monitoring facility. The manual recall mode shall be independent of the automatic recall mode. The time intervals shall be the same as the automatic mode.

Detector Logging: The monitor shall be capable of logging volume counts from selected detector monitoring inputs. Volume counts shall be accumulated on a 15 minute interval basis and stored for future output to the central monitor. The monitor shall allow storing the 15 minute counts from eight detector inputs for up to 16 hours. The stored volume counts shall be reported to the central monitor on a scheduled basis.

The monitor shall be capable of storing the volume counts continuously or once per day. The monitor shall normally log the volume counts continuously. This shall allow the monitor to accumulate volume counts on an ongoing basis with the oldest counts being overwritten as new counts are stored. Alternately, the monitor shall log the volume counts for up to 12 hours, starting from a selected time of day. The volume counts stored during this period shall remain valid until reported to the central monitoring facility or the next scheduled logging period begins.

Status Alarms: The monitor shall provide a minimum of seven status alarm inputs. Each input shall normally generate an alarm report when a TRUE (ground) is present. The format of the alarm message shall be programmable at the central monitoring facility. The status alarm shall report a door open alarm and be capable of reporting any alarm that can be associated with a contact closure type of event.

Event/Alarm Reports: Upon detecting a failure, the monitor shall automatically transmit a report to the central monitoring facility. Each report shall include the time, date, and type of failure. If the monitor determines that the failure has cleared, an additional report shall be transmitted indicating that the failure has cleared or returned to an active status. To minimize the frequency of reports each category of event or alarm shall be assigned a reporting priority. Priority 1 assignment shall result in an immediate report. Priority 2 assignment shall result in a report after a delay, which shall be programmable from 0 to 255 seconds. Priority 3 events will be

reported only with an event or alarm of higher priority and priority 4 events shall not be reported. Whenever an event or alarm is reported all previous unreported events or alarms shall be reported. The monitor shall also report any unreported events or alarms when they may be overwritten by a new event or alarm.

Status Reports: The monitor shall be capable of providing a status report on command from the central monitoring facility. The report shall summarize the status of all monitored functions.

Special Function Control: The monitor shall have a minimum of six manually controlled special function outputs. These outputs shall be under direct control of the operator at the central monitoring facility.

Data Entry: All data shall be entered at the central monitoring facility and downloaded to the monitor. The central monitoring facility shall include a file management system that allows entrance of all monitor program data, storing the data on disk and downloading the data to the monitor. The monitor shall communicate directly with a laptop computer in the field. The monitor shall also be capable of full upload and download of the controller's timing and programming parameters via the controller's transceiver.

Controls and Indicators: The monitor shall include a front panel mounted switch that resets the status of all monitored functions, detector recall status and two of the special function outputs. A minimum of five indicators shall be on the front panel. One shall indicate status, one shall indicate that the monitor is on and functioning properly, and the other three shall indicate telemetry status.

Hardware Design: The monitor shall be a microprocessor design, with all interface functions contained within the monitor, including a modem for direct connection to standard telephone networks. All inputs and outputs shall be NEMA compatible through front panel connections.

The modem shall provide both auto dial and auto answer operation with a transmission rate of 1200 baud or greater. Connection to the telephone line shall be through a USOC RJ11C connector. The modem shall be designed for direct connection and meet the requirements of FCC Rules and Regulations, Part 68 - Connection of Terminal Equipment to the Telephone Network. All program data, reports and logs shall be transmitted to the central monitoring facility via the modem. All programmable data shall be stored in EEPROM.

The monitor shall have a real-time clock. This clock shall provide time of day information for the various monitor-reporting functions. A means of updating the clock automatically after power outages shall be provided.

The monitor shall be an auxiliary device. The monitor shall meet all applicable sections of the NEMA Environmental Standards and Test Procedures.

Central Monitoring Facility: The central monitor shall provide the necessary operator interface to the intersection monitors. The existing central monitor will receive and provide the following from the local monitor:

1. Intersection monitoring of direct data entry, special function and manual commands, status reports and log requests
2. Filing on diskettes of all intersection monitor logs and event reports.
3. Printing of log and event reports on file
4. Intersection file management
5. Real time intersection and status display

6. Plotting of logged detector data.

The intersection display shall depict the general layout of the intersection and graphically reflect the signal and detector status in a dynamic mode.

Basis of Payment: This item will be paid for at the contract unit price each for INTERSECTION MONITOR UNIT, which shall be payment in full for furnishing, installing, and placing into operation this item to the satisfaction of the Engineer.

TRAFFIC SIGNAL BACKPLATE

This work shall consist of furnishing and installing a traffic signal backplate in accordance with Sections 882 and 1078.03 of the Standard Specifications for Road and Bridge Construction and the following exceptions.

The traffic signal backplates shall be of the same material as the traffic signal heads as specified on the plans.

Basis of Payment: This item will be paid for at the contract unit price each for TRAFFIC SIGNAL BACKPLATE for supplying and installing the traffic signal backplate to the satisfaction of the Engineer.

REMOVE EXISTING TRAFFIC CONTROLLER AND CABINET

This work shall consist of removing the existing traffic signal cabinet, controller and all equipment within the cabinet and delivering the equipment to City, Water, Light and Power 1008 E. Miller, Springfield.

Basis of Payment: This work will be paid for at the contract unit price each for REMOVE EXISTING TRAFFIC CONTROLLER AND CABINET, which price shall be payment in full for removing and delivering the equipment indicated on the plans.

REMOVE EXISTING SIGNAL HEAD

This work shall consist of removing the existing traffic signal heads and backplates and delivering the equipment to City, Water, Light and Power 1008 E. Miller, Springfield.

Basis of Payment: This work will be paid for at the contract unit price each for REMOVE EXISTING SIGNAL HEAD, which price shall be payment in full for removing and delivering the equipment indicated on the plans.

REMOVE EXISTING TRAFFIC SIGNAL EQUIPMENT

This work shall consist of removing the existing equipment indicated on the intersection plan sheet and delivering the equipment to IDOT 701 N. Macarthur Springfield, IL

Basis of Payment: This work will be paid for at the contract unit price each for REMOVE EXISTING TRAFFIC SIGNAL EQUIPMENT, which price shall be payment in full for removing and delivering the equipment indicated on the plans.

CAMERA MOUNTING ASSEMBLY

This item shall consist of furnishing and installing a camera mounting assembly as shown on the plan details.

The assembly consists of two adjustable galvanized steel mast arm clamps, 20 feet of galvanized steel schedule 80 pipe, and a camera mounting bracket. The camera mounting bracket shall be affixed to the pipe with stainless steel $\frac{3}{4}$ " banding.

Basis of Payment: This work will be paid for at the contract unit price each for CAMERA MOUNTING ASSEMBLY, which price shall be payment in full for furnishing and installing the equipment specified and shown on the plans to the satisfaction of the Engineer.

REBUILD EXISTING SIGNAL HEAD, L.E.D.

This work shall consist of rebuilding the existing traffic signal heads in conformance to Article 895.03 of the Standard Specifications for Road and Bridge Construction and the following additions or exceptions.

General: Each incandescent optical unit in a signal face shall be removed and replaced by an L.E.D. optical unit meeting the following requirements.

Optical Unit: All red, amber, green, red arrow, yellow arrow and green arrow indications in conventional signal heads shall be illuminated with light emitting diode (LED) modules. LED modules shall conform to ITE, Vehicle Traffic Control Signal Heads (VTSCH) specifications and standards for LED vehicle traffic signal modules and the following:

- 1) The LED module shall operate between -40° F and +165° F throughout an operating voltage range of 80VAC to 135 VAC.
- 2) The lens of each indication shall be tinted with a wavelength-matched color to reduce sun phantom effect and enhance on/off contrast. The tinting shall be uniform across the lens face. If a polymeric lens is supplied, a surface coating shall be applied to provide abrasion resistance.
- 3) LED modules shall not contain Aluminum Gallium Arsenide (AlGaAs) LEDs.
- 4) LED modules shall provide constant light output under power. Modules with dimming capabilities shall have the option disabled or set to a non-dimming operation.
- 5) In the event of a power outage, light output from the LED module shall cease instantaneously.
- 6) The power supply for the LED module shall be integral to the unit.
- 7) Photometric Requirements: The candlepower values for yellow 12-inch circular modules in Table 1, VTSCH, Part 2 shall be equal to the corresponding values for green 12-inch circular modules.

The maintained minimum intensities for 12-inch arrow modules throughout the warranty period under the operating temperature and voltage range, and at the end of the warranty period shall not be less than the following values:

Maintained Minimum Intensities (in cd/m ²)	
Red	5,500
Yellow	11,000
Green	11,000

Electrical Requirements: When applicable to the particular module type, the LED signal module conforms to EPA's Energy Star requirements. The yellow LED modules shall conform to the following wattage requirements:

Module Type	Maximum Watts (at 74°C)	Nominal Watts (at 25°C)
12-inch circular yellow	25	22
12-inch yellow arrow	12	10

Warranty Provisions: The LED modules which exhibit luminous intensities less than the minimum values specified within the first 60 months of the date of delivery shall be promptly replaced or repaired by the manufacturer at no cost to the state.

The Contractor may keep all removed incandescent optical units for salvage.

Basis of Payment: This item will be paid for at the contract unit price each for REBUILD EXISTING SIGNAL HEAD, L.E.D. of the number of sections indicated on the plans for supplying, installing and placing into operation the signal head.

PAVEMENT STATIONING NUMBERS AND PLACEMENT

The Contractor shall provide labor and materials required to imprint pavement station numbers in the finished surface of the pavement and /or overlay. The numbers shall be approximately 20 mm (3/4 inch) wide, 125 mm (5 inches) high and 15 mm (5/8 inch) deep.

The pavement station numbers shall be installed as specified herein:

Interval – 100 meters (metric stationing) or 250 feet (English stationing)

Bottom of Numbers -- 150 mm (6 inches) from the inside edge of the pavement marking and/or resurfacing joint.

Location:

- 2-Lane Pavements – At center line in direction of increasing stations.
- 3 and 5-Lane Pavements – Left edge of center lane in direction of increasing stations.
- Multi-Lane Divided Roadways – Outside edge of pavement in both directions.
- Ramps – Along baseline edge of pavement.

Position – Stations shall be placed so they can be read from the adjacent shoulder.

Format – Metric [English] pavement stations shall use this format (XX+XOO [XO"]) where X represents the pavement station.

This work will not be paid for separately, but will be considered included in the cost of the associated pavement and/or overlay pay items.

URETHANE PAVEMENT MARKING

Effective: June 16, 2003

This work shall consist of furnishing and applying a reflectorized modified urethane, plural component, durable liquid pavement marking lines, sizes and colors as shown on the plans.

INGREDIENT MATERIALS

The urethane pavement marking material shall consist of a homogeneous blend of modified urethane resins, pigments and a top application of retroreflective media. The urethane pavement marking material shall consist of a plural component system. Two parts of Part A shall be mixed with one part of Part B by volume.

Part A

<u>Pigments</u>	<u>White</u>	<u>Organic Yellow</u>	<u>Black</u>
Titanium Dioxide Rutile	21 - 27%	12 - 15%	
Organic Yellow		5 - 9%	
Black			20 -30%
<u>Resin</u>			
Modified Urethane	73 - 79%	76 - 83%	70 - 80%

Initial Retroreflectivity

Initial reflectivity shall be measured not less than 24 hours but within 14 days of installation. The white and yellow markings shall have the initial minimum reflectance values shown below as obtained with an Agency approved 30-meter geometry retroreflectometer:

White	400 mcd/lux/m2
Yellow	250 mcd/lux/m2

To achieve these retroreflective levels, the markings shall have a minimum dry thickness of 17 mils.

Physical Properties and Test Methods

1. Color: The modified urethane material, without drop-on beads, shall visually match the color chips that visually correspond to the Federal Standard Number 595B for the following colors:

White	Color 17925
Yellow	Color 13538
Black	Color 37038

The modified urethane, white, yellow, and black must be applied to 2 sets of 3" x 6" steel plates at 20± 1 mil thickness, one set with glass beads and one set with no glass beads as specified. Expose the prepared samples as per ASTM G-53. The test shall be conducted for 72 hours at 122°F, 4 hours humidity, and 4 hours UV using QUV B-313 bulbs in

alternating cycles. The color of the coatings shall be within 5 units of the Federal Standards shown above.

2. Yellowness Index (ASTM D-1925):
 - Cure 72 hours after sample preparation
 - Take yellow index reading, XYZ C/2°, following 7 day cure and preceding QUV (ASTM G-53)
 - Maximum before QUV 6.0
 - Place sample in QUV for 72 hours
 - Maximum after QUV 20.0
3. Toxicity: Upon heating to application temperature, the material shall not exude fumes, which are toxic or injurious to persons or property when handled according to manufacturer specifications. The urethane pavement marking material compositions shall not contain free isocyanate functionality.
4. Viscosity: Formulations of each component shall be such that the viscosity of both components shall coincide (within 10%) at the spray temperature recommended by the manufacturer. Component B shall be formulated so as to have a steady and constant viscosity at temperatures recommended for spray application.
5. No Tracking Time: The modified urethane material, when mixed in proper ratio and applied at 15 mils \pm 1 mil wet film thickness at 75°F \pm 2°F and with the proper saturation of glass spheres, as described in this specification, shall exhibit no tracking time when tested according to ASTM D-711 in less than 2 minutes.
6. Hardness: The modified urethane marking materials, when tested according to ASTM D-2240, shall have a Shore D Hardness greater than 75. Samples shall be allowed to cure at 75°F \pm 2°F for a minimum of 24 hours and a maximum of 72 hours prior to performing the tests indicated.
7. Flexibility: The pavement marking materials, when tested in accordance with ASTM D-522, shall pass the test at $\frac{3}{4}$ ". Panels are prepared by casting 5 mil films on 4" x 12" aluminum panels. The test is run after panels are cured for minimum of 72 hours at 75°F \pm 2°F.
8. Adhesion to Concrete: The modified urethane marking material, when tested according to ASTM D 4541, shall have such a higher degree of adhesion to the specified concrete surface such that there shall be a 100% concrete failure in the performance of this test. The prepared specimens shall be conditioned at 75 \pm 2°F for a minimum of 24 hours and maximum of 72 hours prior to the performance of the test indicated.
9. Abrasion Resistance: The abrasion resistance shall be evaluated on a Taber Abrader with a 1,000 gram load and CS-17 wheels. The duration of test shall be 1,000 cycles. The wear index shall be calculated based on ASTM test method D-4060 and the wear index for the catalyzed material shall not be more than 80. The tests shall be run on cured samples of material which have been applied at a film thickness of 15 \pm 0.5 mil to code S-16 steel plates (to be run without glass spheres). The samples shall be allowed to cure at 75°F \pm 2°F for a minimum of 24 hours and a maximum of 72 hours prior to performing the indicated tests or as instructed by the manufacturer
10. Tensile Strength: When tested according to ASTM D-638, the modified urethane pavement marking materials shall have an average tensile strength of not less than 6,000 pounds per

square inch. The Type IV Specimens shall be pulled at a rate of $\frac{1}{4}$ " per minute by a suitable dynamic testing machine. The samples shall be allowed to cure at $75^{\circ}\text{F} \pm 2^{\circ}\text{F}$ for a minimum of 24 hours and a maximum of 72 hours prior to performing the indicated tests.

11. Compressive Strength: When tested according to ASTM D-695, the catalyzed modified urethane pavement marking materials shall have a compressive strength of not less than 12,000 pounds per square inch. The cast sample shall be conditioned at $75^{\circ}\text{F} \pm 2^{\circ}\text{F}$ for a minimum of 72 hours before performing the indicated tests. The rate of compression of these samples shall be no more than $\frac{1}{4}$ " per minute.

INSTALLATION AND SURFACE PREPARATION

1. Placement – The urethane pavement marking material and glass beads elements shall be placed according to requirements. All technical data regarding material type and application rate will be provided to the project engineer prior to starting work. The urethane pavement marking material shall be applied at a rate of 240 feet per gallon based on a minimum of 20 mil applied at a 4 inch width. Unless directed by the Engineer, lines shall not be laid directly over a longitudinal crack or joint. The edge of the center line or lane line shall be offset a minimum distance of 50 mm (2 inches) from a longitudinal crack or joint. Edge lines shall be approximately 50 mm (2 inches) from the edge of pavement. The finished center and lane lines shall be straight, with the lateral deviation of any 3 meter (10-foot) line not to exceed 25 mm (1 inch).
2. Surface Preparation – To assure maximum possible adhesion, all pavements upon which the urethane pavement marking material is to be applied shall be properly prepared. **The surface shall be clean and dry.** The surface preparation shall include but not be limited to, cleaning and removal of sealing and curing compound. All pavements shall be cleaned free of grease, oil, mud, dust, dirt, grass, loose gravel, **loose or flaking paint** and other deleterious material prior to the application of the urethane pavement marking material.
3. The pavement surface area to be prepared (including removal of curing compound) shall be wider than the urethane pavement marking material to be applied, such that a prepared area is on all sides of the urethane pavement marking material after application. Any existing marking which may interfere with the performance of the material shall be physically removed by any approved method. All existing markings shall be at least 90% removed. The urethane pavement marking material can be applied over temporary markings which are well adhered to the substrate and are 8 mils dry or less. All new PCC surfaces shall have all curing compound removed. The use of chemicals for removal of existing markings shall not be permitted.
4. The pavement surface shall first be power broomed and then blown off with compressed air to remove residue and debris resulting from the cleaning work. A clean surface, free of residue will be left to receive the new marking.
5. New asphalt concrete and seal coated surfaces shall be in place a minimum of two weeks prior to marking application.
6. Weather Conditions - The ambient temperature shall be 35°F and rising. The pavement surface where the material is to be placed shall have a minimum temperature of 35°F and rising during marking operations. The pavement surface temperature and ambient temperature shall be determined and documented before the start of each day of marking operation and at any other time deemed necessary by the manufacturer or the agency.

7. Equipment – When using the urethane pavement marking material in long line applications (edge lines or skip lines), the urethane pavement marking material can be applied with equipment utilizing the impingement mix, solvent free, airless spray application system or standard mix tube application equipment. The equipment shall be designed to control the viscosity of the material accurately at the application device. The equipment shall have pressure gauges for each proportioning pump. The equipment shall have a metering device to register the accumulated footage for each application gun and a gallon meter to determine actual gallons used. Each vehicle shall include at least one operator who shall be a technical expert in equipment operations and epoxy application techniques. For all other types of installations, i.e. transverse and intersection markings, the urethane pavement marking material shall be applied with equipment utilizing the impingement mix, solvent free, airless spray application system.
8. An automatic dispenser shall apply the retroreflective medium. The applicator shall be equipped with an automatic cut-off control synchronized with the cut-off of the marking material. The retroreflective medium shall consist of the glass spheres as described in the Glass Beads section of this document. The glass spheres shall be applied at a rate of 12 lbs/gallon of both the large and small spheres as described in this document.

Glass Beads

Uretech™ HPS-4
Double drop for 15 – 20 mil application

The glass beads shall be in accordance with the following specifications:

1. Scope: This specification covers glass beads to be gravity dropped upon 20 mils of pavement markings. The large beads shall be applied at a rate of 12 pounds per gallon pavement marking material followed by a second drop of smaller beads applied at a rate of 8-10 pounds per gallon pavement marking material.
2. Coating: The large glass spheres shall be embedment coated. The smaller glass spheres shall be moisture proof coated.
3. Quality Assurance Control: The beads shall be segregated into maximum lots of 44,000 pounds. Each lot shall be tested for gradation, rounds and embedment coating. Lot analysis records shall be retained for a minimum of two years and shall be available to the customer upon request.
4. General Requirements: The beads shall be made of clear plate and shall be transparent, clean, colorless glass, smooth and spherically shaped, free of milkiness, pits, or excessive air bubbles and conform to the following specific requirements.
5. Specific Properties:
 - (A). Gradation – the beads shall meet the gradation requirements as given in Table 1 below:

Large Bead		Small Bead	
Sieve No.	% Retained	Sieve No.	% Retained
10	0	20	0-5

12	0-5	30	5-20
14	5-20	50	30-75
16	40-80	80	9-32
18	10-40	100	0-5
20	0-5	Pan	0-2
Pan	0-2		

(B). Roundness – The large beads shall have a maximum of 80 percent rounds per screen for the two highest sieve quantities (determined visually) and no more than 3 percent angular particles per screen (visual). The remaining sieve fractions shall be no less than 75% rounds (determined visually, per aspect ratio using microfiche reader). The small bead shall be 80% by roundometer overall (ASTM 1155).

(C). Angularity – Angular beads (beads with an aspect ratio of greater than 1.2:1, twins, satellites, agglomerates, angular or fire polished particles) shall not exceed 5% overall when examined visually for the small beads. For the large beads, the angulars shall not exceed 3% per screen.

(D). Refractive Index – The glass bead shall have a refractive index of not less than 1.50.

Notification: The Contractor shall notify the Engineer 72 hours prior to the placement of the markings in order that an inspector can be present during the operation. At the time of this notification, the Contractor shall indicate the manufacturer and lot numbers of the urethane pavement marking material and reflective media that he intends to use. The Engineer will ensure that the approved lot numbers appear on the material package. Failure to comply with this provision may be cause for rejection.

The Contractor shall provide an accurate temperature-measuring device(s) that shall be capable of measuring the pavement temperature prior to application of the material, the material temperature at the gun tip and the material temperature prior to mixing.

Inspection: The urethane pavement markings will be inspected following installation, but no later than November 1, and inspected following a winter performance period that extends 180 days from November 1 in accordance with the provisions of Article 780.10 of the Standard Specification for Road and Bridge Construction.

Method of Measurement: The lines will be measured for payment in feet of urethane pavement marking lines applied and accepted, measured in place. Double yellow lines will be measured as two separate lines.

Basis of Payment: This work will be paid for at the contract unit prices per foot of applied line URETHANE PAVEMENT MARKING - LINE 5, 6, or (8) inches as specified herein.

WIDTH RESTRICTION SIGNING

Description: This work shall consist of furnishing, installing, and maintaining width restriction signs for SN 086-0031 in accordance with the details in the plans and/or as directed by the Engineer.

Construction Requirements: The Contractor shall ensure the continual visibility of these signs is maintained and not obstructed by vegetation or other obstacles.

The Engineer should contact District 6 Bureau of Operations to confirm the exact location of the signs prior to installation.

The Engineer may adjust the number and location of the signs.

Method of Measurement and Basis of Payment: This work will be measured and paid for at the contract unit price of lump sum for WIDTH RESTRICTION SIGNING, which price shall include all labor, materials, and equipment necessary to furnish, install, and maintain the signs.

REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONSTRUCTION CONTRACTS

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ATTACHMENTS

- A. Employment Preference for Appalachian Contracts
(included in Appalachian contracts only)

I. GENERAL

1. These contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.

2. Except as otherwise provided for in each section, the contractor shall insert in each subcontract all of the stipulations contained in these Required Contract Provisions, and further require their inclusion in any lower tier subcontract or purchase order that may in turn be made. The Required Contract Provisions shall not be incorporated by reference in any case. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with these Required Contract Provisions.

3. A breach of any of the stipulations contained in these Required Contract Provisions shall be sufficient grounds for termination of the contract.

4. A breach of the following clauses of the Required Contract Provisions may also be grounds for debarment as provided in 29 CFR 5.12:

Section I, paragraph 2;
Section IV, paragraphs 1, 2, 3, 4 and 7;
Section V, paragraphs 1 and 2a through 2g.

5. Disputes arising out of the labor standards provisions of Section IV (except paragraph 5) and Section V of these Required Contract Provisions shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the U.S. Department of Labor (DOL) as set forth in 29 CFR 5, 6 and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the DOL, or the contractor's employees or their representatives.

6. Selection of Labor: During the performance of this contract, the contractor shall not:

a. Discriminate against labor from any other State, possession, or territory of the United States (except for employment preference for Appalachian contracts, when applicable, as specified in Attachment A), or

b. Employ convict labor for any purpose within the limits of

the project unless it is labor performed by convicts who are on parole, supervised release, or probation.

II. NONDISCRIMINATION

(Applicable to all Federal-aid construction contracts and to all related subcontracts of \$10,000 or more.)

1. Equal Employment Opportunity: Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630 and 41 CFR 60 (and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract. The Equal Opportunity Construction Contract Specifications set forth under 41 CFR 60-4.3 and the provisions of the American Disabilities Act of 1990 (42 U.S.C. 12101 *et seq.*) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the State highway agency (SHA) and the Federal Government in carrying out EEO obligations and in their review of his/her activities under the contract.

b. The contractor will accept as his operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, preapprenticeship, and/or on-the-job-training."

2. EEO Officer: The contractor will designate and make known to the SHA contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active contractor program of EEO and who must be assigned adequate authority and responsibility to do so.

3. Dissemination of Policy: All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above

agreement will be met, the following actions will be taken as a minimum:

- a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.
- b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.
- c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minority group employees.
- d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.
- e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

4. Recruitment: When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minority groups in the area from which the project work force would normally be derived.

- a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employees referral sources likely to yield qualified minority group applicants. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish which such identified sources procedures whereby minority group applicants may be referred to the contractor for employment consideration.
- b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, he is expected to observe the provisions of that agreement to the extent that the system permits the contractor's compliance with EEO contract provisions. (The DOL has held that where implementation of such agreements have the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Executive Order 11246, as amended.)
- c. The contractor will encourage his present employees to refer minority group applicants for employment. Information and procedures with regard to referring minority group applicants will be discussed with employees.

5. Personnel Actions: Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:

- a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.
- b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any

evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with his obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of his avenues of appeal.

6. Training and Promotion:

a. The contractor will assist in locating, qualifying, and increasing the skills of minority group and women employees, and applicants for employment.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. Where feasible, 25 percent of apprentices or trainees in each occupation shall be in their first year of apprenticeship or training. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision.

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of minority group and women employees and will encourage eligible employees to apply for such training and promotion.

7. Unions: If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use his/her best efforts to obtain the cooperation of such unions to increase opportunities for minority groups and women within the unions, and to effect referrals by such unions of minority and female employees. Actions by the contractor either directly or through a contractor's association acting as agent will include the procedures set forth below:

a. The contractor will use best efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minority group members and women for membership in the unions and increasing the skills of minority group employees and women so that they may qualify for higher paying employment.

b. The contractor will use best efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to

the SHA and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of minority and women referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or quailifiable minority group persons and women. (The DOL has held that it shall be no excuse that the union with which the contractor has a collective bargaining agreement providing for exclusive referral failed to refer minority employees.) In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the SHA.

8. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment: The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment.

a. The contractor shall notify all potential subcontractors and suppliers of his/her EEO obligations under this contract.

b. Disadvantaged business enterprises (DBE), as defined in 49 CFR 23, shall have equal opportunity to compete for and perform subcontracts which the contractor enters into pursuant to this contract. The contractor will use his best efforts to solicit bids from and to utilize DBE subcontractors or subcontractors with meaningful minority group and female representation among their employees. Contractors shall obtain lists of DBE construction firms from SHA personnel.

c. The contractor will use his best efforts to ensure subcontractor compliance with their EEO obligations.

9. Records and Reports: The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following completion of the contract work and shall be available at reasonable times and places for inspection by authorized representatives of the SHA and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women;

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minority and female employees; and

(4) The progress and efforts being made in securing the services of DBE subcontractors or subcontractors with meaningful minority and female representation among their employees.

b. The contractors will submit an annual report to the SHA each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on Form FHWA-1391. If on-the-job training is being required by special provision, the contractor will be required to collect and report training data.

III. NONSEGREGATED FACILITIES

(Applicable to all Federal-aid construction contracts and to all related subcontracts of \$10,000 or more.)

a. By submission of this bid, the execution of this contract or subcontract, or the consummation of this material supply agreement or purchase order, as appropriate, the bidder, Federal-aid construction contractor, subcontractor, material supplier, or vendor, as appropriate, certifies that the firm does not maintain or provide for its employees any segregated facilities at any of its establishments, and that the firm does not permit its employees to perform their services at any location, under its control, where segregated facilities are maintained. The firm agrees that a breach of this certification is a violation of the EEO provisions of this contract. The firm further certifies that no employee will be denied access to adequate facilities on the basis of sex or disability.

b. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, timeclocks, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive, or are, in fact, segregated on the basis of race, color, religion, national origin, age or disability, because of habit, local custom, or otherwise. The only exception will be for the disabled when the demands for accessibility override (e.g. disabled parking).

c. The contractor agrees that it has obtained or will obtain identical certification from proposed subcontractors or material suppliers prior to award of subcontracts or consummation of material supply agreements of \$10,000 or more and that it will retain such certifications in its files.

IV. PAYMENT OF PREDETERMINED MINIMUM WAGE

(Applicable to all Federal-aid construction contracts exceeding \$2,000 and to all related subcontracts, except for projects located on roadways classified as local roads or rural minor collectors, which are exempt.)

1. General:

a. All mechanics and laborers employed or working upon the site of the work will be paid unconditionally and not less often than once a week and without subsequent deduction or rebate on any account [except such payroll deductions as are permitted by regulations (29 CFR 3) issued by the Secretary of Labor under the Copeland Act (40 U.S.C. 276c)] the full amounts of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment. The payment shall be computed at wage rates not less than those contained in the wage determination of the Secretary of Labor (hereinafter "the wage determination") which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the

contractor or its subcontractors and such laborers and mechanics. The wage determination (including any additional classifications and wage rates conformed under paragraph 2 of this Section IV and the DOL poster (WH-1321) or Form FHWA-1495) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers. For the purpose of this Section, contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1(b)(2) of the Davis-Bacon Act (40 U.S.C. 276a) on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of Section IV, paragraph 3b, hereof. Also, for the purpose of this Section, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in paragraphs 4 and 5 of this Section IV.

b. Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein, provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed.

c. All rulings and interpretations of the Davis-Bacon Act and related acts contained in 29 CFR 1, 3, and 5 are herein incorporated by reference in this contract.

2. Classification:

a. The SHA contracting officer shall require that any class of laborers or mechanics employed under the contract, which is not listed in the wage determination, shall be classified in conformance with the wage determination.

b. The contracting officer shall approve an additional classification, wage rate and fringe benefits only when the following criteria have been met:

(1) the work to be performed by the additional classification requested is not performed by a classification in the wage determination;

(2) the additional classification is utilized in the area by the construction industry;

(3) the proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination; and

(4) with respect to helpers, when such a classification prevails in the area in which the work is performed.

c. If the contractor or subcontractors, as appropriate, the laborers and mechanics (if known) to be employed in the additional classification or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the DOL, Administrator of the Wage and Hour Division, Employment Standards Administration, Washington, D.C. 20210. The Wage and Hour Administrator, or an authorized representative, will approve, modify, or

disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

d. In the event the contractor or subcontractors, as appropriate, the laborers or mechanics to be employed in the additional classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the question, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. Said Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

e. The wage rate (including fringe benefits where appropriate) determined pursuant to paragraph 2c or 2d of this Section IV shall be paid to all workers performing work in the additional classification from the first day on which work is performed in the classification.

3. Payment of Fringe Benefits:

a. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor or subcontractors, as appropriate, shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly case equivalent thereof.

b. If the contractor or subcontractor, as appropriate, does not make payments to a trustee or other third person, he/she may consider as a part of the wages of any laborer or mechanic the amount of any cost reasonably anticipated in providing bona fide fringe benefits under a plan or program, provided that the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

4. Apprentices and Trainees (Programs of the U.S. DOL) and Helpers:

a. Apprentices:

(1) Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the DOL, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State apprenticeship agency recognized by the Bureau, or if a person is employed in his/her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State apprenticeship agency (where appropriate) to be eligible for probationary employment as an apprentice.

(2) The allowable ratio of apprentices to journeyman-level employees on the job site in any craft classification shall not

be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any employee listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate listed in the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor or subcontractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman-level hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

(3) Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeyman-level hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator for the Wage and Hour Division determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

(4) In the event the Bureau of Apprenticeship and Training, or a State apprenticeship agency recognized by the Bureau, withdraws approval of an apprenticeship program, the contractor or subcontractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the comparable work performed by regular employees until an acceptable program is approved.

b. Trainees:

(1) Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the DOL, Employment and Training Administration.

(2) The ratio of trainees to journeyman-level employees on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

(3) Every trainee must be paid at not less than the rate specified in the approved program for his/her level of progress, expressed as a percentage of the journeyman-level hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the

Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman-level wage rate on the wage determination which provides for less than full fringe benefits for apprentices, in which cases such trainees shall receive the same fringe benefits as apprentices.

(4) In the event the Employment and Training Administration withdraws approval of a training program, the contractor or subcontractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

c. Helpers:

Helpers will be permitted to work on a project if the helper classification is specified and defined on the applicable wage determination or is approved pursuant to the conformance procedure set forth in Section IV. 2. Any worker listed on a payroll at a helper wage rate, who is not a helper under an approved definition, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed.

5. Apprentices and Trainees (Programs of the U.S. DOT):

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

6. Withholding:

The SHA shall upon its own action or upon written request of an authorized representative of the DOL withhold, or cause to be withheld, from the contractor or subcontractor under this contract or any other Federal contract with the same prime contractor or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements which is held by the same prime contractor, as much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainee's and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the SHA contracting officer may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

7. Overtime Requirements:

No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers, mechanics, watchmen, or guards (including apprentices, trainees, and helpers described in paragraphs 4 and 5 above) shall require or permit any laborer, mechanic, watchman, or guard in any workweek in which he/she is employed on such work, to work in excess of 40 hours in such workweek unless such laborer, mechanic, watchman, or guard receives compensation at a rate not less than one-and-one-half times his/her basic rate of pay for all hours worked in excess of 40 hours in such workweek.

8. Violation:

Liability for Unpaid Wages; Liquidated Damages: In the event of any violation of the clause set forth in paragraph 7 above, the contractor and any subcontractor responsible thereof shall be liable to the affected employee for his/her unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory) for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer, mechanic, watchman, or guard employed in violation of the clause set forth in paragraph 7, in the sum of \$10 for each calendar day on which such employee was required or permitted to work in excess of the standard work week of 40 hours without payment of the overtime wages required by the clause set forth in paragraph 7.

9. Withholding for Unpaid Wages and Liquidated Damages:

The SHA shall, upon its own action or upon written request of any authorized representative of the DOL withhold, or cause to be withheld, from any monies payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph 8 above.

V. STATEMENTS AND PAYROLLS

(Applicable to all Federal-aid construction contracts exceeding \$2,000 and to all related subcontracts, except for projects located on roadways classified as local roads or rural collectors, which are exempt.)

1. Compliance with Copeland Regulations (29 CFR 3):

The contractor shall comply with the Copeland Regulations of the Secretary of Labor which are herein incorporated by reference.

2. Payrolls and Payroll Records:

- a. Payrolls and basic records relating thereto shall be maintained by the contractor and each subcontractor during the course of the work and preserved for a period of 3 years from the date of completion of the contract for all laborers, mechanics, apprentices, trainees, watchmen, helpers, and guards working at the site of the work.
- b. The payroll records shall contain the name, social security number, and address of each such employee; his or her correct classification; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalent thereof the types described in Section 1(b)(2)(B) of the Davis Bacon Act); daily and weekly number of hours worked; deductions made; and actual wages paid. In addition, for Appalachian contracts, the payroll records shall contain a notation indicating whether the employee does, or does not, normally reside in the labor area as defined in Attachment A, paragraph 1. Whenever the Secretary of Labor, pursuant to Section IV, paragraph 3b, has found that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan

or program described in Section 1(b)(2)(B) of the Davis Bacon Act, the contractor and each subcontractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, that the plan or program has been communicated in writing to the laborers or mechanics affected, and show the cost anticipated or the actual cost incurred in providing benefits. Contractors or subcontractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprentices and trainees, and ratios and wage rates prescribed in the applicable programs.

c. Each contractor and subcontractor shall furnish, each week in which any contract work is performed, to the SHA resident engineer a payroll of wages paid each of its employees (including apprentices trainees, and helpers, described in Section IV, paragraphs 4 and 5, and watchmen and guards engaged on work during the preceding weekly payroll period).

The payroll submitted shall set out accurately and completely all of the information required to be maintained under paragraph 2b of this Section V.

This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal stock number 029-005-0014-1), U.S. Government Printing Office, Washington, D.C. 20402. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors.

d. Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the Contractor or subcontractor or his/her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

- (1) that the payroll for the payroll period contains the information required to be maintained under paragraph 2b of this Section V and that such information is correct and complete;
- (2) that such laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in the Regulations, 29 CFR 3;
- (3) that each laborer or mechanic has been paid not less than the applicable wage rate and fringe benefits or cash equivalent for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

e. The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 2d of this Section V.

f. The falsification of any of the above certifications may subject the contractor to civil or criminal prosecution under 18 U.S. C. 1001 and 31 U.S.C. 231.

g. The contractor or subcontractor shall make the records required under paragraph 2b of this Section V available for

inspection, copying, or transcription by authorized representatives of the SHA, the FHWA, or the DOL, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the SHA, the FHWA, the DOL, or all may, after written notice to the contractor, sponsor, applicant, or owner, take such actions as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

VI. RECORD OF MATERIALS, SUPPLIES, AND LABOR

1. On all federal-aid contracts on the national highway system, except those which provide solely for the installation of protective devices at railroad grade crossings, those which are constructed on a force account or direct labor basis, highway beautification contracts, and contracts for which the total final construction cost for roadway and bridge is less than \$1,000,000 (23 CFR 635) the contractor shall:

a. Become familiar with the list of specific materials and supplies contained in Form FHWA-47, "Statement of Materials and Labor Used by Contractor of Highway Construction Involving Federal Funds," prior to the commencement of work under this contract.

b. Maintain a record of the total cost of all materials and supplies purchased for and incorporated in the work, and also of the quantities of those specific materials and supplies listed on Form FHWA-47, and in the units shown on Form FHWA-47.

c. Furnish, upon the completion of the contract, to the SHA resident engineer on Form FHWA-47 together with the data required in paragraph 1b relative to materials and supplies, a final labor summary of all contract work indicating the total hours worked and the total amount earned.

2. At the prime contractor's option, either a single report covering all contract work or separate reports for the contractor and for each subcontract shall be submitted.

VII. SUBLETTING OR ASSIGNING THE CONTRACT

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the State. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635).

a. "Its own organization" shall be construed to include only workers employed and paid directly by the prime contractor and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor, assignee, or agent of the prime contractor.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid on the contract as a

whole and in general are to be limited to minor components of the overall contract.

2. The contract amount upon which the requirements set forth in paragraph 1 of Section VII is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the SHA contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the SHA contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract.

Written consent will be given only after the SHA has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.

VIII. SAFETY: ACCIDENT PREVENTION

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the SHA contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 333).

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 333).

IX. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification,

distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, the following notice shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the project:

NOTICE TO ALL PERSONNEL ENGAGED ON FEDERAL-AID HIGHWAY PROJECTS

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined not more than \$10,000 or imprisoned not more than 5 years or both."

X. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

(Applicable to all Federal-aid construction contracts and to all related subcontracts of \$100,000 or more).

By submission of this bid or the execution of this contract, or subcontract, as appropriate, the bidder, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

1. That any facility that is or will be utilized in the performance of this contract, unless such contract is exempt under the Clean Air Act, as amended (42 U.S.C. 1857 et seq., as amended by Pub.L. 91-604), and under the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251 et seq., as amended by Pub.L. 92-500), Executive Order 11738, and regulations in implementation thereof (40 CFR 15) is not listed, on the date of contract award, on the U.S. Environmental Protection Agency (EPA) List of Violating Facilities pursuant to 40 CFR 15.20.

2. That the firm agrees to comply and remain in compliance with all the requirements of Section 114 of the Clean Air Act and Section 308 of the Federal Water Pollution Control Act and all regulations and guidelines listed thereunder.

3. That the firm shall promptly notify the SHA of the receipt of

any communication from the Director, Office of Federal Activities, EPA indicating that a facility that is or will be utilized for the contract is under consideration to be listed on the EPA List of Violating Facilities.

4. That the firm agrees to include or cause to be included the requirements of paragraph 1 through 4 of this Section X in every nonexempt subcontract, and further agrees to take such action as the government may direct as a means of enforcing such requirements.

XI. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

1. Instructions for Certification - Primary Covered Transactions:

(Applicable to all Federal-aid contracts - 49 CFR 29)

a. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause of default.

d. The prospective primary participant shall provide immediate written notice to the department or agency to whom this proposal is submitted if any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is submitted for assistance in obtaining a copy of those regulations.

f. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

g. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled

"Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the nonprocurement portion of the "Lists of Parties Excluded from Federal Procurement or Nonprocurement Programs" (Nonprocurement List) which is compiled by the General Services Administration.

i. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph f of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Primary Covered Transactions

1. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:

- a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- b. Have not within a 3-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph 1b of this certification; and
- d. Have not within a 3-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

2. Instructions for Certification - Lower Tier Covered Transactions:

(Applicable to all subcontracts, purchase orders and other lower tier transactions of \$25,000 or more - 49 CFR 29)

- a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.
- b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
- c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.
- d. The terms "covered transaction," "debarred," "suspended," "ineligible," "primary covered transaction," "participant," "person," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
- e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
- f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.
- h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealing.
- i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily

excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification Regarding Debarment, Suspension, Ineligibility And Voluntary Exclusion-Lower Tier Covered Transactions:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

XII. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

(Applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000 - 49 CFR 20)

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

3. The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

**MINIMUM WAGES FOR FEDERAL AND FEDERALLY
ASSISTED CONSTRUCTION CONTRACTS**

This project is funded, in part, with Federal-aid funds and, as such, is subject to the provisions of the Davis-Bacon Act of March 3, 1931, as amended (46 Sta. 1494, as amended, 40 U.S.C. 276a) and of other Federal statutes referred to in a 29 CFR Part 1, Appendix A, as well as such additional statutes as may from time to time be enacted containing provisions for the payment of wages determined to be prevailing by the Secretary of Labor in accordance with the Davis-Bacon Act and pursuant to the provisions of 29 CFR Part 1. The prevailing rates and fringe benefits shown in the General Wage Determination Decisions issued by the U.S. Department of Labor shall, in accordance with the provisions of the foregoing statutes, constitute the minimum wages payable on Federal and federally assisted construction projects to laborers and mechanics of the specified classes engaged on contract work of the character and in the localities described therein.

General Wage Determination Decisions, modifications and supersedes decisions thereto are to be used in accordance with the provisions of 29 CFR Parts 1 and 5. Accordingly, the applicable decision, together with any modifications issued, must be made a part of every contract for performance of the described work within the geographic area indicated as required by an applicable DBRA Federal prevailing wage law and 29 CFR Part 5. The wage rates and fringe benefits contained in the General Wage Determination Decision shall be the minimum paid by contractors and subcontractors to laborers and mechanics.

NOTICE

The most current **General Wage Determination Decisions** (wage rates) are available on the IDOT web site. They are located on the Letting and Bidding page at <http://www.dot.state.il.us/desenv/delett.html>.

In addition, ten (10) days prior to the letting, the applicable Federal wage rates will be e-mailed to subscribers. It is recommended that all contractors subscribe to the Federal Wage Rates List or the Contractor's Packet through IDOT's subscription service.

PLEASE NOTE: if you have already subscribed to the Contractor's Packet you will automatically receive the Federal Wage Rates.

The instructions for subscribing are at <http://www.dot.state.il.us/desenv/subsc.html>.

If you have any questions concerning the wage rates, please contact IDOT's Chief Contract Official at 217-782-7806.